

LAW OFFICE OF
ROBERT W. KAYLOR, P.A.
353 EAST SIX FORKS ROAD, SUITE 260
RALEIGH, NORTH CAROLINA 27609
(919) 828-5250
FACSIMILE (919) 828-5240

December 14, 2023

VIA ELECTRONIC FILING

Ms. A. Shonta Dunston
Chief Clerk
North Carolina Utilities Commission
4325 Mail Service Center
Raleigh, NC 27699-4300

RE: Docket No. ER-144, Sub 0

Dear Ms. Dunston:

Enclosed for filing is Charlotte Leased Housing Associates II, LLLP responses to the Public Staff's Second Deficiency Letter.

Sincerely,



Robert W. Kaylor, P.A.

cc: William E. H. Creech, Staff Attorney
Public Staff, North Carolina Utilities Commission

SCHEDULE SGS (NC)
 SMALL GENERAL SERVICE

AVAILABILITY (North Carolina Only)

Available to the individual customer with a kilowatt demand of 75 kW or less. If the customer’s measured demand exceeds 75 kW during any month, the customer will be served under Schedule LGS.

Service under this Schedule shall be used solely by the contracting Customer in a single enterprise, located entirely on a single, contiguous premises.

This Schedule is not available to the individual customer who qualifies for a residential or industrial schedule, nor for auxiliary or breakdown service. Power delivered under this schedule shall not be used for resale or exchange or in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or Rider NM, under special terms and conditions expressed in writing in the contract with the customer.

The obligations of the Company in regard to supplying power are dependent upon its securing and retaining all necessary rights-of-way, privileges, franchises and permits, for the delivery of such power. The Company shall not be liable to any customer or applicant for power in the event it is delayed in or is prevented from, furnishing the power by its failure to secure and retain such rights-of-way, rights, privileges, franchises and permits.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts, 120/208 volts, 240/480 volts or other available single-phase voltages at the company’s option;
- or
- 3-phase, 208Y/120 volts, 460Y/265 volts, 480Y/277 volts; or
- 3-phase, 3-wire, 240, 460, 480, 575, or 2300 volts; or
- 3-phase, 4160Y/2400, 12470Y/7200, or 24940Y/14400 volts; or
- 3-phase voltages other than those listed above may be available at the Company’s option if the size of the Customer’s contract warrants a substation solely to serve that Customer, and if the Customer furnishes suitable outdoor space on the premises to accommodate a ground-type transformer installation, or substation, or a transformer vault built in accordance with the Company’s specifications.

The type of service supplied will depend upon the voltage available. Prospective customers should determine the available voltage by contacting the nearest office of the Company before purchasing equipment.

Motors of less than 5 H.P. may be single-phase. All motors of more than 5 H.P. must be equipped with starting compensators. The Company reserves the right, when in its opinion the installation would not be detrimental to the service of the Company, to permit other types of motors.

RATE

I.	Basic Facilities Charge per month	\$19.39
II.	Demand Charge	
	For the first 30 kW of Billing Demand per month, per kW	No Charge
	For all over 30 kW of Billing Demand per month, per kW	\$4.00
II.	Energy Charge	
	<u>For the First 125 kWh per kW Billing Demand per Month:</u>	
	For the first 3,000 kWh per month, per kWh	11.3832¢
	For the next 6,000 kWh per month, per kWh	6.7351¢
	For all over 9,000 kWh per month, per kWh	6.6874¢

SCHEDULE SGS (NC)
 SMALL GENERAL SERVICE

For the Next 275 kWh per kW Billing Demand per Month:

For the first 3,000 kWh per month, per kWh	6.2340¢
For the next 6,000 kWh per month, per kWh	5.4173¢
For all over 9,000 kWh per month, per kWh	5.1775¢

For all Over 400 kWh per kW Billing Demand per Month:

For all kWh per month, per kWh	5.0432¢
--------------------------------	---------

RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule, unless the service qualifies for a waiver of the REPS Billing Factor for an auxiliary service.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

Leaf No. 60	Fuel Cost Adjustment Rider
Leaf No. 62	Energy Efficiency Rider
Leaf No. 64	Existing DSM Program Costs Adjustment Rider
Leaf No. 105	BPM Prospective Rider
Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

DEFINITION OF “MONTH”

The term “month” as used in this Schedule means the period intervening between meter readings for the purposes of monthly billing. Readings are taken once a month at intervals of approximately thirty (30) days.

DETERMINATION OF BILLING DEMAND

The Billing Demand each month shall be the largest of the following:

1. The maximum integrated thirty-minute demand measured during the month for which the bill is rendered.
2. Fifty percent (50%) of the maximum integrated thirty-minute demand during the billing months of June-September within the previous 12 months including the month for which the bill is rendered.
3. Fifty percent (50%) of the Contract Demand
4. 30 kilowatts (kW)

Provision 3. related to Contract Demand will apply beginning with the fourth full billing month for new installations.

The Company will install a permanent demand meter when the monthly usage of the Customer equals or exceeds 3,000 kWh per month, or when tests indicate a demand of 15 kW or more. The Company may, at its option, install a demand meter for any customer served under this schedule.

SCHEDULE SGS (NC)
SMALL GENERAL SERVICE

MINIMUM BILL

Beginning in the fourth full month for new service installations, the minimum bill shall be the bill calculated on the Rate above including the Basic Facilities Charge, Demand Charge and Energy Charge, but the bill shall not be less than the amount determined as shown below according to the type of minimum selected by the Company:

Monthly: \$2.11 per kW per month of Contract Demand

If the Customer's measured demand exceeds the Contract Demand, the Company may, at any time, establish the minimum based on the maximum integrated demand in the previous 12 months including the month for which the bill is rendered, instead of the Contract Demand.

Annual: \$43.38 per kW per year of Contract Demand

The Company may choose this option when the Customer's service is seasonal or erratic, or it may offer the Customer a monthly minimum option.

Unless otherwise specified in the contract, the billing procedure for annual minimums will be as follows:

For each month of the contract year when energy is used, a monthly bill will be calculated on the Rate Above. For each month of the contract year when no energy is used, no monthly amount will be billed. The bill for the last month of the contract year will be determined as follows:

- If the total of the charges for 12 months exceeds the annual minimum, the last bill of the contract year will include only the charges for that month.
- If the total of the charges for 12 months is less than the annual minimum, the last bill of the contract year will include an amount necessary to satisfy the annual minimum.

SPECIAL TERMS AND CONDITIONS

Electric service for the operation of CATV distribution line power supply equipment is available under this rate schedule for constant load as determined by the Company. Such service is provided only on a metered basis, and each individual delivery point shall be billed the Basic Facilities Charge shown above, and all kWh will be billed at a rate of 5.1727 cents per kWh.

POWER FACTOR CORRECTION

When the average monthly power factor of the Customer's power requirements is less than 85 percent, the Company may correct the integrated demand in kilowatts for that month by multiplying by 85 percent and dividing by the average power factor in percent for that month.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. If any bill is not so paid, the Company has the right to suspend service. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

Each customer shall enter into a contract to purchase electricity from the Company for a minimum original term of one (1) year, and thereafter from year to year upon the condition that either party can terminate the contract at the end of the original term, or at any time thereafter by giving at least sixty (60) days' previous notice of such termination in writing; but the Company may require a contract for a longer original term of years where the requirement is justified by the circumstances. If the Customer

SCHEDULE SGS (NC)
SMALL GENERAL SERVICE

requests an amendment to or termination of the service agreement before the expiration of the initial term of the agreement, the Customer shall pay to the Company an early termination charge as set forth in the Company's Service Regulations.

SCHEDULE RS (NC)
RESIDENTIAL SERVICE

AVAILABILITY (North Carolina Only)

Available only to residential customers in residences, condominiums, manufactured homes, or individually-metered apartments which provide independent facilities complete for living, sleeping, eating, cooking, and sanitation.

Power delivered under this schedule shall not be used for resale except to landlords for individually-metered residences leased by the bedroom, and where the landlord has complied with Chapter 22 of the Rules of the North Carolina Utilities Commission. Additionally, power delivered under this schedule shall not be used in parallel with other electric power or as a substitute for power contracted for or which may be contracted for, under any other schedule of the Company, except at the option of the Company, or for service in conjunction with Rider SCG or a net metering rider, under special terms and conditions expressed in writing in the contract with the customer.

TYPE OF SERVICE

The Company will furnish 60 Hertz service through one meter, at one delivery point, at one of the following approximate voltages, where available:

- Single-phase, 120/240 volts; or
- 3-phase, 208Y/120 volts; or other available voltages at the Company’s option.

Motors in excess of 2 H.P., frequently started, or arranged for automatic control, must be of a type to take the minimum starting current and must be equipped with controlling devices approved by the Company.

Three-phase service will be supplied, if available. Where three-phase and single-phase service is supplied through the same meter, it will be billed on the rate below. Where three-phase service is supplied through a separate meter, it will be billed on the applicable General Service schedule.

RATE

I.	Basic Facilities Charge per month	\$ 14.00
II. Energy Charges		
<u>For the billing months of July - October</u>		
	For all kWh used per month, per kWh*	9.4884¢
<u>For the billing months of November – June</u>		
	For all kWh used per month, per kWh*	9.4884¢

* For customers receiving Supplemental Security Income (SSI) under the program administered by the Social Security Administration and who are blind, disabled, or 65 years of age or over, the rate for the first 350 kWh used per month shall be 8.5396 cents per kWh. This is an experimental rate authorized by the North Carolina Utilities Commission on August 31, 1978. The present maximum discount to customers being served under this experiment is \$ 3.32 per month.

RIDERS

The Renewable Energy Portfolio Standard (REPS) Rider charge as shown on Leaf No. 68 will be added to the monthly bill for each agreement for service under this schedule.

The following Riders are applicable to service supplied under this schedule. The currently approved cents/kWh rider increment or decrement must be added to the cents/kWh rates shown above to determine the monthly bill.

- Leaf No. 60 Fuel Cost Adjustment Rider
- Leaf No. 62 Energy Efficiency Rider
- Leaf No. 64 Existing DSM Program Costs Adjustment Rider
- Leaf No. 105 BPM Prospective Rider

SCHEDULE RS (NC)
RESIDENTIAL SERVICE

Leaf No. 106	BPM True-Up Rider
Leaf No. 127	CPRE Rider
Leaf No. 129	EDIT-3 Rider
Leaf No. 131	EDIT-4 Rider
Leaf No. 135	Storm Cost Recovery Rider

A Storm Securitization Rider charge will be added to the monthly bill based on the currently approved cents/kWh incremental rate as shown in Leaf No. 133.

PAYMENT

Bills under the Schedule are due and payable on the date of the bill at the office of the Company. Bills are past due and delinquent on the twenty-fifth day after the date of the bill. In addition, all bills not paid by the twenty-fifth day after the date of the bill shall be subject to a one percent (1%) late payment charge on the unpaid amount. This late payment charge shall be rendered on the following month's bill and it shall become part of and be due and payable with the bill on which it is rendered.

CONTRACT PERIOD

The original term of this contract shall be one year, and thereafter, until terminated by either party on thirty days' written notice.



Utility Allowance Energy Consumption Model Developed for: Dominion Development & Acquisition, LLC

Analysis Conducted by:
Eddie Wilcut, Energy Efficiency Consultant
Plummer Associates, Inc.
6300 La Calma Dr., Suite 400
Austin, TX 78752

I. PROPERTY INFORMATION

Property Name: 7800 Creekridge (All Electric, Residential Electric)
Property Address: 7800 Creekridge Rd, Charlotte, NC 28212
Ownership: Dominion Development & Acquisition, LLC
Owner's Address: 2905 Northwest Blvd., Ste 150, Plymouth, MN 55441
Point of Contact: Jen Brewerton

II. ENERGY CONSUMPTION MODEL

Section 1.42-10, Subsection E of the Utility Treasury Regulation lists the requirements for the Owner Utility Estimate. All specific factors related to water consumption have been identified and included in the model and are compliant with Subsection E as listed below.

© *Energy consumption model. A building owner may calculate utility estimates using an energy and water and sewage consumption and analysis model (energy consumption model). The energy consumption model must, at a minimum, take into account specific factors including, but not limited to, unit size, building orientation, design and materials, mechanical systems, appliances, and characteristics of the building location. The utility consumption estimates must be calculated by either a properly licensed engineer or a qualified professional approved by the Agency that has jurisdiction over the building (together, qualified professional), and the qualified professional and the building owner must not be related within the meaning of section 267(b) or 707(b). Use of the energy consumption model is limited to the building's consumption data for the twelve-month period ending no earlier than 60 days prior to the beginning of the 90-day period under paragraph (c)(1) of this section, and utility rates used for the energy consumption model must be no older than the rates in place 60 days prior to the beginning of the 90-day period under paragraph (c)(1) of this section. In the case of newly constructed or renovated buildings with less than 12 months of consumption data, the qualified professional may use consumption data for the 12-month period of units of similar size and construction in the geographic area in which the building containing the units is located.*

III. QUALIFIED PROFESSIONALS

None of the qualified professionals listed below are related to the owners of the property within the meanings of Section 267(b) or 707(b) of the IRS regulations.

Eddie Wilcut, Plummer's Practice Lead, has more than six years of conducting energy consumption modeling for Low Income Housing Tax Credit (LIHTC) properties and HUD regulated properties. To date, the Plummer team has successfully provided energy consumption models for more than 300 properties across 30 states. Eddie also has 16 years of experience in Program Development, Project Management, Program Management, Contract Administration, Scheduling, Facility Assessment, Programming, Cost Estimating, Energy and Water Conservation and Sustainability.

IV. PROPERTY SPECIFIC FACTORS

A. Property Description

7800 Creekridge (All Electric, Residential Electric) is a Multifamily residential property consisting of 150 units located in Charlotte, North Carolina. The number of tenants per unit was calculated using specific property demographics. The following table (Table 1) illustrates number of units per configuration and the assumed average

Table 1 – Unit Information

Unit Information	1b/1b	2b/2b	3b/2b
Number of Units / Configuration	19	69	62
Estimated Number of Tenants / Unit	1.40	2.60	3.60
Average Unit Area (sf)	800	1,132	1,331
Unit Type	APT	APT	APT



B. Utility Rates

The calculated utility allowances are based on the applicable rates and fees according to the utility service providers listed in Table 2.

Table 2 – Applicable Utility Rates			
Electric Service - Residential Rates		Provider: Duke Energy	
Applicable Utility Rates and Fees	1b/1b	2b/2b	3b/2b
Facilities Charge (\$/mo)			\$14.00
Rider Adjustments			See 9 Below
Excess Deferred Income Tax Rider 1 (\$/kWh)			\$0.000000
Fuel Cost Adj. Rider (\$/kWh)			(\$0.001014)
Energy Efficiency Rider (\$/kWh)			\$0.004771
Existing DSM Program Cost Adj. Rider (\$/kWh)			(\$0.000020)
BPM Prospective Rider (\$/kWh)			(\$0.000120)
BPM True-Up Rider (\$/kWh)			(\$0.000031)
CPRE Rider (\$/kWh)			\$0.000238
Excess Deferred Income Tax Rider 3 (\$/kWh)			(\$0.001894)
Excess Deferred Income Tax Rider 4 (\$/kWh)			(\$0.004842)
Blended Ave. Energy Charge (\$/kWh)	\$0.09383	\$0.09383	\$0.09383
Total Tax - Residential			7.250%
Water/Sewer Service		Provider: City of Charlotte	
Applicable Utility Rates and Fees	1b/1b	2b/2b	3b/2b
Water - Base Charge per Unit (\$/mo)			\$0.52
Sewer - Monthly Basic Charge			\$2.51
Water - Single Rate Charge (\$/CCF)	\$3.08	\$3.08	\$3.08
Sewer - Single Rate Charge per CCF	\$5.46	\$5.46	\$5.46
Blended Ave. Water/Sewer Charge (\$/CCF)	\$8.54	\$8.54	\$8.54
Total Tax			7.250%
Remainder of Page Intentionally Left Blank			



C. Space Heating and Cooling

Space cooling calculations were completed using the eQuest modeling software, an industry-standard software product based on the DOE-2 energy modeling protocol. The energy models were built based on the square footage, percent glazed area, and construction materials taken directly from the property’s architectural plans. The modeling approach ensured that model estimates of internal gains (from lighting, cooking, television, and other miscellaneous electric loads) aligned with those calculated below. For 7800 Creekridge (All Electric, Residential Electric), corner and interior units were modeled separately to consider different heat loss patterns for each type of unit, and then aggregated in proportion to the number of units of each type.

D. Clothes Washers & Dryers

7800 Creekridge (All Electric, Residential Electric) property incorporates GE washing machines that use 0.47 kWh per load of laundry and GE electric dryers that use 2.27 kWh per load of laundry. The clothes washers installed at the property have with a capacity of 4.2 cubic feet and a water factor of 6.5. The water use per load of laundry is calculated by multiplying the capacity by the water factor, which is 27.3 gallons per load. The number of loads of laundry per person per week is estimated at 1.5. Based on these assumptions, water use associated with clothes washing is estimated to be 2,129 gallons per person per year, or 17.4% of all indoor water use per person.

E. Dishwashers

The dishwashers installed at the property are rated at 1.43 kWh per wash cycle. The annual energy use comes directly from the product Energy Guide and the number of wash cycles is estimated at 1.0 plus the number of bedrooms per week. The dishwasher energy calculations also include the production of the hot water used during the wash cycle. The dishwashers installed at the property are rated at 5 gallons per cycle and accounts for approximately 2.1% of all indoor water use.

F. Ranges

The estimated amount of energy used on an annual basis comes from the National Renewable Energy Laboratory’s *Building America House Simulation Protocols*.

G. Microwave Ovens

Estimated kWh used per month is based on an average of 131 kWh per year for a three-person household, also from the National Renewable Energy Laboratory’s Building America House Simulation Protocols. Energy consumption per unit is prorated based upon the number of bedrooms.

H. Water Heating

Energy consumption associated with electric water heating is based on the Water Utility Allowance methodology and the water use rates from fixtures and appliances. For each type of end use, a percentage of the end use that is hot water is used to determine the actual energy requirement.

I. Lighting

Energy consumption associated with lighting is based on the wattages of installed fixtures (taking from the electrical plans for the complex) and hours of operation established by the Pacific Northwest’s Regional Technical Forum. For “plug-load” lighting, such as table and floor lamps, wattages and hours of operation are based upon the U.S. Department of Energy’s *2010 U.S. Lighting Market Characterization*.

J. Television

Energy associated with television usage is based on 2.8 hours of television time per resident per day, from the U.S. Bureau of Labor and Statistics, and 100 Watts of power draw (which is the current industry average for LCD and LED televisions between 37” and 42” in size). The amount of total television time is increased incrementally by unit

K. Miscellaneous Energy Loads (MELs)

For miscellaneous energy loads, the energy analysis assumed a mix of electric appliances per unit (e.g., cable modem, vacuum cleaner) and per tenant (e.g., rechargeable electronics). All energy consumption estimates come from the American Council for an Energy Efficient Economy.



L. Toilets

All toilets are rated at 1.28 gallons per flush (gpf). Based on published end use studies and significant field experience, the average usage rate used for this analysis is five flushes per tenant per day. Water use associated with toilets is estimated to be 2,336 gallons per person per year and 19.1% of all indoor water use.

M. Showers and Baths

Showerheads have a listed flow rate of 1.5 gallons per minute (gpm). The average length of a shower is seven minutes. To account for baths, which are assumed to use approximately 25 gallons of water, the average minutes of shower time per person per day was adjusted upward to nine minutes. Water use associated with showers is estimated to be 4,928 gallons per person per year and 40.4% of all indoor water use.

N. Lavatory Faucets

The listed flow rate for lavatory faucets installed at the property is 1 gpm. The estimated usage per person per day is four minutes. Water use associated with lavatory faucets is estimated to be 1,460 gallons per person per year and 12% of all indoor water use.

Remainder of Page Intentionally Left Blank



V. ENERGY/WATER BUDGET

The following table (Table 3) illustrates the average percentage of total consumption attributed to each of the identified residential end use categories for the property.

Table 3 – Average End Uses by Percent of Total & Utility Service

End Use / Utility Service	% of TOTAL	Average (Sum of All Unit Averages)
Electricity		
Space Cooling	13.3%	69.2
Vent Fans	1.1%	5.8
Pumps & Aux	0.2%	1.3
Clothes Washer	1.7%	8.7
Clothes Dryer	8.1%	42.1
Refrigerator	6.1%	32.0
Dishwasher	3.9%	20.3
Range	7.0%	36.6
Microwave	1.5%	7.6
Lighting	2.4%	12.5
Television	2.7%	14.2
MELs	11.0%	57.2
TOTAL Electric End Use (kWh/mo)	100.0%	521.3
Water/Sewer		
Domestic / Toilet	19.1%	4.8
Domestic / Shower/Bath	40.2%	10.2
Domestic / Lavatory Faucet	11.9%	3.0
Domestic / Kitchen Faucet	8.9%	2.3
Appliance / Clothes Washer	17.4%	4.4
Appliance / Dishwasher	2.4%	0.6
TOTAL Water End Use (CCF/mo)	100.0%	25.2

Remainder of Page Intentionally Left Blank



VI. TOTAL ENERGY/WATER CONSUMPTION PER UNIT CONFIGURATION

The following table (Table 4) illustrates the breakdown of all energy and water use based on the specific unit configuration.

Table 4 – Breakdown of Monthly Consumption by Specific Unit Configuration & Utility Service

End Use / Utility Service	1b/1b	2b/2b	3b/2b
Electricity			
Space Cooling	45.1	64.0	82.3
Vent Fans	4.4	5.3	6.8
Pumps & Aux	0.9	0.9	1.8
Clothes Washer	4.3	7.9	11.0
Clothes Dryer	20.6	38.3	53.0
Refrigerator	32.0	32.0	32.0
Dishwasher	12.4	18.6	24.8
Range	27.8	34.7	41.6
Microwave	3.7	6.9	9.6
Lighting	10.3	12.3	13.5
Television	11.8	13.6	15.7
MELs	42.3	54.1	65.1
TOTAL Electric End Use (kWh/mo)	335.9	478.3	625.9
Water/Sewer			
Domestic / Toilet	272.5	506.1	700.8
Domestic / Shower/Bath	574.9	1,067.6	1,478.3
Domestic / Lavatory Faucet	170.3	316.3	438.0
Domestic / Kitchen Faucet	127.8	237.3	328.5
Appliance / Clothes Washer	248.4	461.4	638.8
Appliance / Dishwasher	43.3	65.0	86.7
TOTAL Water End Use (gal/mo)	1,437.3	2,653.7	3,671.0

Remainder of Page Intentionally Left Blank



VII. RATE APPLICATION

The following table (Table 5) includes the rate application by specific end use for all unit types. The abovementioned rates, fees, and taxes were used in the calculations (See Table 2).

Table 5 – Rate Application By End Use & Unit Type & Utility Service

End Use / Utility Service	1b/1b	2b/2b	3b/2b
Electricity - Residential			
Space Heating	\$4.34	\$5.34	\$7.96
Space Cooling	\$4.24	\$6.01	\$7.73
Water Heating	\$6.51	\$11.91	\$16.46
HP Supp	\$0.43	\$0.54	\$0.81
Vent Fans	\$0.41	\$0.50	\$0.64
Pumps & Aux	\$0.08	\$0.08	\$0.17
Clothes Washer	\$0.40	\$0.74	\$1.03
Clothes Dryer	\$1.93	\$3.59	\$4.97
Refrigerator	\$3.00	\$3.00	\$3.00
Dishwasher	\$1.16	\$1.74	\$2.32
Range	\$2.60	\$3.25	\$3.90
Microwave	\$0.35	\$0.65	\$0.90
Lighting	\$0.97	\$1.15	\$1.26
Television	\$1.11	\$1.28	\$1.47
MELs	\$3.97	\$5.08	\$6.11
Electric Cost - End Uses	\$31.52	\$44.87	\$58.73
Facilities Charge	\$14.00	\$14.00	\$14.00
Rider Adjustments			
Fuel Cost Adj. Rider	(\$0.34)	(\$0.48)	(\$0.63)
Energy Efficiency Rider	\$1.60	\$2.28	\$2.99
Existing DSM Program Cost Adj. Rider	(\$0.01)	(\$0.01)	(\$0.01)
BPM Prospective Rider	(\$0.04)	(\$0.06)	(\$0.08)
BPM True-Up Rider	(\$0.01)	(\$0.01)	(\$0.02)
CPRE Rider	\$0.08	\$0.11	\$0.15
Excess Deferred Income Tax Rider 3	(\$0.64)	(\$0.91)	(\$1.19)
Excess Deferred Income Tax Rider 4	(\$1.63)	(\$2.32)	(\$3.03)
Total Tax - Residential	\$3.23	\$4.17	\$5.14
TOTAL Electric Cost - Residential	\$47.77	\$61.64	\$76.05
Total Energy Costs			
TOTAL Electric Cost (\$/mo)	\$47.77	\$61.64	\$76.05
Water/Sewer - End Uses			
End Use / Water Utility Service	1b/1b	2b/2b	3b/2b
Domestic / Toilet	\$3.11	\$5.78	\$8.00
Domestic / Shower/Bath	\$6.56	\$12.19	\$16.88
Domestic / Lavatory Faucet	\$1.94	\$3.61	\$5.00
Domestic / Kitchen Faucet	\$1.46	\$2.71	\$3.75
Appliance / Clothes Washer	\$2.84	\$5.27	\$7.29
Appliance / Dishwasher	\$0.49	\$0.74	\$0.99
Water/Sewer Cost - End Uses	\$16.41	\$30.29	\$41.91
Water - Base Charge per Unit	\$0.52	\$0.52	\$0.52
Sewer - Base Charge per Unit	\$2.51	\$2.51	\$2.51
Total Tax	\$1.41	\$2.42	\$3.26
Total Water/Sewer Costs			
TOTAL Water/Sewer Cost (\$/mo)	\$20.85	\$35.74	\$48.20
TOTAL Proposed Monthly Utility Allowance	\$68.62	\$97.38	\$124.25



VIII. UTILITY ALLOWANCES (CALCULATED VS. PUBLISHED UTILITY ALLOWANCE)

The following table (Table 6) compares the calculated average monthly utility bill and the utility allowance published by the local housing authority. The calculated average monthly bills range between 50% and 60% of the published utility allowances, depending upon the unit configuration.

Table 6 – Calculated Average Monthly Bill versus Housing Authority Utility Allowance			
Unit Type	1b/1b	2b/2b	3b/2b
Calculated Proposed Monthly Utility Allowance	\$69	\$98	\$125
Current PHA Monthly Utility Allowance	\$138	\$170	\$207

END OF REPORT



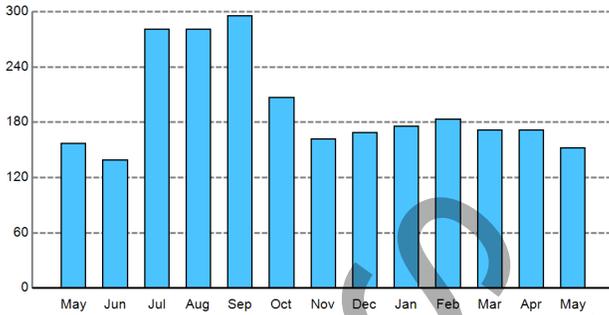
PO Box 209
Excelsior, Minnesota 55331

ACCOUNT NUMBER	5542
NAME	[Resident Name]
INVOICE DATE	05/19/23
INVOICE NO.	4226177
SECURITY CODE	9-5542-PDD5
BILLING PERIOD	04/11/23 - 05/09/23
BILL MONTH AND YEAR	May 2023

OFFICIAL COPY

METER NO	PREVIOUS READING	PRIOR READ	CURRENT READING	CURRENT READ	TOTAL USAGE
106	04/10/23	11,513.796	05/09/23	11,666.352	152.556

HISTORICAL MONTHLY CONSUMPTION



100% of the apportioned charges to the Resident are based on the actual metered consumption for the Resident's individual unit, utilizing the applied utility rates by the service provider and abiding by any regulatory agreements by the municipality.

ACCOUNT SUMMARY

Primary Electric Supplied by: Duke Energy Carolinas

Description	Amount
Previous Balance	\$14.89
Payments Received	(\$25.00)
Balance	(\$10.11)
Current Billing	
Admin Charge	\$3.75
Basic Service Charge	\$0.32
Energy Charge (kWh)	\$12.98
Demand Charge	\$5.19
Additional Charges	\$2.93
Taxes and Fees	\$1.76
Total Current Billing Charges	\$26.93
TOTAL DUE 06/13/23	\$16.82

Dec 15 2023

To obtain additional information re: your account please contact your leasing office - Creekr Ridge on the Park, 7800 Creekr Ridge Rd. - Charlotte, NC 28212, [Local Office Phone #]

If you seek further action or response, you may contact the Commission either by calling the Public Staff - North Carolina Utilities Commission, Consumer Services Division, toll-free at (866) 380-9816 or (919) 733-9277, or by appearing in person or writing to the Public Staff: North Carolina Utilities Commission, Consumer Services Division, 4326 Mail Service Center - Raleigh, NC 27699-4300

To make a payment online, go to <https://JIT.starnik.net> and register your account using the security code above.
Phone: (952) 562-8693 Email: eBill@jitservicesinc.com
Office Hours: Monday thru Friday 8-5 CST

If total amount due is not received on, or before, the due date, a late fee will be assessed amounting in 1% of the total delinquent balance.

Additional fee of \$25 for returned check payment(s)

*****SEPARATE AND RETURN BELOW STUB WITH PAYMENT*****

JIT Energy Services

PO Box 209
Excelsior, Minnesota 55331



NAME	[Resident Name]
SERVICE ADDRESS	[Street Address]
Account #	5542
DUE DATE <small>**Previous Balance Due Immediately</small>	06/08/23
TOTAL DUE 06/08/23	\$18.07
Amount Paid	\$

Payment must be received by due date to avoid late fees.

[RESIDENT NAME]

[Street Address]

[City, State, Zip]

APARTMENT LEASE CONTRACT



Date of Lease Contract: _____
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you the resident(s) (list all people signing the Lease Contract):

and us, the owner: _____

(name of apartment community or title holder). You've agreed to rent Apartment No. _____ at _____

_____ (street address)

in _____ (city), North Carolina, _____ (zip code) (the "apartment" or the "premises") for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written or electronic notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. OCCUPANTS. The apartment will be occupied only by you and (list all other occupants not signing the Lease Contract):

As permitted by law, you understand and agree that we may provide access to any occupant listed under paragraph 2 (Occupants) in the absence of any written document that withdraws such authorization.

No one else may occupy the apartment without our express written permission.

3. LEASE TERM. The initial term of the Lease Contract begins on the _____ day of _____, and ends at 11:59 P.M. the _____ day of _____. This Lease Contract will automatically renew month-to-month unless either party gives at least _____ days written notice of termination or intent to move-out as required by paragraph 43 (Move-Out Notice). In the event this Lease Contract has renewed on a month-to-month basis, it shall continuously renew each month thereafter until either party provides the other with a written notice of termination at least 30 days before the end of any such renewal term in accordance with the requirements set forth in paragraph 43 (Move-Out Notice).

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the apartment is \$ _____ due on or before the date this Lease Contract is signed, to be administered in accordance with the North Carolina Tenant Security Deposit Act, N.C.G.S. § 42-50 et seq.

In holding your security deposit, we will [check one]:
 Deposit the security deposit in a trust account with (name of bank or savings institution) _____

located at (address) _____

or
 Furnish a bond from (name of bonding company) _____ located at (address) _____

The security deposit may, in our discretion, be deposited in an interest-bearing account with the bank or savings institution named above. We may retain any interest earned upon the security deposit and may withdraw such interest, if any, from such account as it accrues as often as is permitted by the terms of the account.

Your security deposit will be held and, upon termination of your tenancy, be applied in the manner and for the purposes set forth in paragraphs 47 (Security Deposit Deductions and Other Charges) and 48 (Deposit Return, Surrender, and Abandonment) of this Lease Contract.

5. KEYS. You will be provided _____ apartment key(s), _____ mailbox key(s), _____ FOB(s) and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ _____ per month for rent, payable in advance and without demand:

- at the on-site manager's office, or
- at our online payment site, or
- at _____

Prorated rent of \$ _____ is due for the remainder of [check one]: 1st month or 2nd month, on _____

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless expressly authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the _____ day of the month (late fee cannot be charged before the 6th day of the month), you'll pay a late charge of 5% of the rental payment or \$15.00, whichever is greater—or, where your rent is subsidized in any way, the late fee shall not exceed \$15.00 or an amount equal to 5% of your share of the rental payment. The late fee shall be considered additional rent and you will owe such late fee without us having to demand it from you. You'll also pay a charge of \$ _____ or the maximum amount allowed by law as of the date the check is tendered to us (whichever is greater) for each returned check or rejected electronic payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

7. UTILITIES. We'll pay for the following items, if checked and if permitted by law:

- water gas electricity master antenna
- wastewater trash cable TV
- other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You are responsible for having all utilities for which You are paying the provider directly, set up in Your name prior to taking possession of the Premises. You must not

allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends as such failure constitutes a default of the Lease. Cable channels that are provided may be changed during the lease term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the apartment, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

B. INSURANCE. We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

If renter's insurance is required, you shall maintain at all times during the Term of this Lease, at your sole expense, a renter's insurance policy, or its equivalent, issued by a licensed insurance company in a minimum policy coverage amount of \$ _____, and you shall provide us with proof of such insurance to our satisfaction. If you allow your renter's insurance coverage to lapse, we may retain a policy for you and assess the premium to you as additional rent which is due and payable with the monthly rent.

If no box is checked, renter's insurance is not required.

Additionally, you are [check one] required to purchase personal liability insurance, and you shall provide us with proof of such insurance to our satisfaction not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability

insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law. You understand and agree that should you allow your liability coverage to lapse, expire or otherwise be terminated, we may, at our sole option (in lieu of declaring an incurable breach), elect to purchase a liability policy on your behalf and assess the premium to you as additional rent which is due and payable with the monthly rent.

You acknowledge that no portion of the rent paid by you under this agreement will be specifically allocated for the purchase of the owner's structural fire insurance, though the owner may use a portion of gross rental proceeds obtained from all rental units in the community to purchase such structural fire insurance, and in such an event, that you are in no way a co-insured under any such policy.

9. LOCKS AND LATCHES. Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your apartment. You agree not to install additional or different locks or latches on any doors or windows of the premises, unless we have consented in writing to such installation.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law. You agree that any resident may request, either orally or in writing, that we install new or different locks for the premises. You further understand and agree that once we install new or different locks, we shall provide keys to the replacement locks to all other residents and/or authorized occupants in the absence of a lawful reason to deny them such keys.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

10. SPECIAL PROVISIONS. The following special provisions and any addenda or written rules furnished to you ~~and~~ before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

See any additional special provisions.

11. REIMBURSEMENT. You must promptly reimburse us for lost rent, loss, damage, government fines, or cost of repairs or service in the apartment community resulting, directly or indirectly, from You, your occupants, guests or visitors. The parties expressly agree that NCGS 42-10 shall not apply to your tenancy and, as such, resident shall be strictly liable for any damage incurred by us, including but not limited to lost rent, even where the premises is not habitable. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.** We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver. Whether or not you pay for the damage, we may still declare a default of the Lease Contract and terminate your right to possession of the premises pursuant to paragraph 33 (Default by Resident) herein.

2. (A) EVICTION OR SUMMARY EJECTMENT AND PROPERTY LEFT IN THE APARTMENT.

In the event you violate any terms or conditions of this Lease Contract or Addenda or fail to perform any promise, duty or obligation you have agreed to or imposed upon you by law, then we, in addition to all other rights and remedies provided by law, may, at our option and with or without notice to you, either (1) terminate this Lease Contract or (2) terminate your right to possession of the premises without terminating this Lease Contract.

Regardless of whether we terminate this Lease Contract or only terminate your right of possession without terminating this Lease Contract, we shall be immediately entitled to possession of the premises and you shall peacefully surrender possession of the premises to us immediately upon our demand. In the event that you fail to surrender possession, we shall re-enter and re-take possession through a summary ejectment proceeding or expedited eviction proceeding as provided by North Carolina law. In the event that we terminate this Lease Contract, all of our duties under this agreement shall terminate and we shall be entitled to collect from you all accrued and unpaid rents, and damages arising under this Lease Contract.

If we bring a suit against you for summary ejectment, the County sheriff may remove your personal property from the apartment within seven (7) days from the time the sheriff executes the Writ of Possession. You must retake possession of your property if it is removed by the sheriff. If you do not do so, the sheriff may arrange for the storage of your property, and you will be liable for the costs of the proceedings and the storage of your property.

If the sheriff does not store your personal property removed from the apartment, we may take possession of it and move it for storage purposes. In the event of an execution of a Writ of Possession against you, you agree that this sentence hereby constitutes our offer to release your personal property to you during our regular business hours for the seven (7) calendar-day period following the execution of a Writ of Possession. Seven days after being placed in lawful

possession of your personal property by execution of the Writ of Possession, we may throw away, dispose of, or sell your property. If you request that we release your property to you during the seven day period, we must do so during our regular business hours. If we elect to sell your property, we must give you at least seven days notice prior to the sale, and we must release your property to you if you so request before the sale. If you do not request the release of your property within seven days, all costs of summary ejectment, execution and storage proceedings shall be charged to you as court costs and shall constitute a lien against the stored property.

In the event we terminate your right of possession without terminating this Lease Contract, you shall remain liable for the full performance of all the covenants, and we shall use reasonable efforts to re-rent the premises on your behalf and you shall remain liable for any resulting costs, deficiencies or damages. Any such rentals reserved from re-renting shall be applied first to the cost of re-renting the premises and then to the rentals due under this Lease Contract. Re-entry shall not bar the right of recovery of rent or damages for breach of covenants, nor shall the partial receipt of rent after conditions broken be deemed a waiver of forfeiture, as provided by N.C.G.S. In order to entitle us to re-enter and/or terminate this Lease Contract for default, it shall not be deemed necessary to give notice of rent being due and unpaid or of other conditions broken or to make demands for rent, the execution of this Lease signed by you and us being sufficient notice of all terms of this Lease Contract including of the rent being due and demand for the same. We shall have all rights granted pursuant to N.C.G.S. §42-25.9 and §42-25.6.

(B) ABANDONED PROPERTY

If you abandon personal property with a value of \$750 or less from apartment or fail to remove such property at the time of execution of a Writ of Possession, we may, as an alternative to the procedures described above, deliver the property to a non-profit organization regularly providing free or inexpensive clothing or household furnishings to people in need, provided that such organization agrees to store the property separately for a thirty-day period, and to release it to you without charge during this thirty-day period. We will deem personal property to be abandoned if we find evidence clearly showing the apartment has been voluntarily vacated after the rental period has expired and we have no notice of a disability that caused the vacancy.

If the total value of the property left in the apartment at the time of execution of a Writ of Possession is less than \$500, we may deem the property abandoned after five days and may throw away or dispose of the property.

13. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. This paragraph does not apply to termination of this Lease Contract 14 or more days before occupancy by military personnel.

14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under paragraph 19 (Community Policies or Rules). If, at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice

of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 43 (Move-Out Notice).

15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. You hereby acknowledge and agree that we shall not be responsible for any other damages that may result from our failure to deliver possession of the premises, including but not limited to, moving expenses, lodging, storage, or any other cost, expense or damage whatsoever. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- (1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- (2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

16. RENTAL APPLICATION. You understand and agree that we have relied upon the Rental Application ("application") submitted by you as an inducement for entering into this Lease Contract, and you warrant that the facts contained in such application are true. If we determine or learn that any fact or representation in the application is false or deceptive or omits material facts, you shall be in default of this Lease Contract, and in such an event, we shall have all of the rights and remedies set forth in this Lease Contract.

You understand and agree that we reserve the right to check the criminal records of you and your occupants at any time during the original term or any renewal terms of this Lease Contract, though you also agree that we have no affirmative duty to anyone to research or monitor the criminal records or sex offender records of any person.

17. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Apartment

18. COMMON AREAS. As used in this Agreement, the terms "Common Area" or "Common Areas" shall refer to all land and fixtures and spaces (other than Our business and management offices) outside the premises that are owned and maintained by us and comprise the single piece of real property that form the single community in which the premises is located. You understand and agree that the use of the Common Areas (including any amenity, swimming pool, exercise room, basketball court, parking areas, laundry facilities, hallways, breezeways, roadways, and so forth) is subject to any Rules and Regulations set by us and that such Rules and Regulations may be changed at any time without notice. You understand and agree that your payment of rent to us only entitles you to the rental and use of the premises and your ingress and egress to and from the premises while you remain in legal possession of the premises; you also understand and agree that your use of any Common Area facility is not included as part of the rent but instead is a privilege granted to you by us. We may revoke your privilege to use any facility upon your default of this Agreement, or if we deem, in our sole discretion, that you or an occupant or guest has misused the facility in any way or has disturbed the rights or comfort of other people.

In the event we revoke your privilege to use a facility, you agree that we have the right to trespass you and your occupant(s) criminally from the facility. You also further agree that: (a) We may close or eliminate any facility at any time; (b) that we may bar you or any occupant or guest from entering or using any facility based on your, or their, misuse of same or based upon your default of this Agreement, including but not limited to your failure to pay rent or any other debt when due under this Agreement; (c) You would not be entitled to any rent reduction or abatement or rescission or damages of any kind whatsoever relating in any way to your inability to access or use any facility. You also agree that we may remove, or we may request that any law enforcement officer remove or otherwise trespass, any person from the Common Areas where such person cannot or will not establish that they are a resident, occupant or guest.

19. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules, any restrictive covenants that might be in place and community policies, including instructions for care of our property. Our rules are

considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

Amenities. We reserve the right to set the days and hours of use for all Amenities and to change the character of, or close, any Amenity based upon our needs and in our sole and absolute discretion, without notice, obligation or recompense of any nature to you.

20. LIMITATIONS ON CONDUCT. The apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the apartment community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted “at home” by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You’ll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; criminal activity of any kind, including but not limited to, manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; allowing or inviting any previously trespassed and/or banned guest or visitor into the community.

22. PARKING. We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or
- (5) belongs to a resident or occupant who has surrendered or abandoned the apartment; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated “no parking” area; or

- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

23. RELEASE OF RESIDENT. Unless you’re entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 15 (Delay of Occupancy), 43 (Move-Out Notice), or any other applicable laws, you won’t be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member’s Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others’ safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors and Carbon Monoxide Detectors. We’ll furnish smoke detectors and carbon monoxide detectors as required by statute, and we’ll test them and provide working batteries, if applicable, when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must periodically inspect the smoke detectors and carbon monoxide detectors to ensure their operability and immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke detectors and carbon monoxide detectors. If you disable or damage the smoke detector and carbon monoxide detectors, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. You shall immediately notify us of any damage to the premises by fire, flooding, or other casualty not caused by us, including any type of catastrophic damage which renders the premises or a substantial portion of the premises, uninhabitable. We’re not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. Furthermore, where such damage is not caused by us, we shall have no obligation to provide alternative housing for you or to pay relocation expenses associated with vacating the premises. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you’ll be liable for damage to our and other’s property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we’re not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We’re not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We’re not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency’s incident report number upon request.

26. CONDITION OF THE PREMISES AND ALTERATIONS. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage within 7 days of being put in possession of the premises and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. When you move in, we'll supply the initial batteries for any battery-operated smoke detectors and carbon monoxide detectors; after that, you'll be responsible for testing such batteries and replacing the same for the duration of the tenancy and any renewal thereof. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or imminently dangerous conditions as specifically defined by law). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are rarely emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnection.

We may, in our sole discretion, elect to repair substantial damage to the premises within a reasonable time under the circumstances, and in such an event, your obligations under the Lease Contract shall continue. Any obligation to pay rent during such period of repair shall be abated so long as the substantial damage was not caused by you, your occupants, guests or visitors. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent (dating back to the date of the casualty) and all deposits, less lawful deductions. Should you fail to vacate the premises following our notice of termination herein you shall be considered a hold over tenant and we may exercise any and all remedies available to us under this Lease Contract.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. You shall remove any pet previously permitted under this Lease Contract and the Animal Addendum within _____ hours of written notification from us that the pet, in our sole judgment, creates a nuisance or disturbance or is, in our opinion, undesirable. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

29. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (1) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. If nobody is in the apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (1) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; and
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and/or carbon monoxide detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; stopping excessive noise; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspection to confirm compliance with lease obligations; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents. Should you fail or refuse to allow us access to the premises pursuant to the terms of this paragraph, you shall be in default of this Lease Contract.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 48 (Deposit Return, Surrender, and Abandonment).

Replacements

31. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy then:

- (1) a reletting charge *will not* be due;
- (2) a reasonable administrative (paperwork) and/or transfer fee *will* be due, and a rekeying fee will be due if rekeying is requested or required; and
- (3) the departing and remaining residents *will* remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right of occupancy or security-deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

32. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) comply with the applicable building and housing codes;
- (2) make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
- (3) keep all common areas of the premises in safe condition;
- (4) maintain in good and safe working order and promptly repair all facilities and appliances supplied or required to be supplied by us; and
- (5) provide operable smoke detectors and/or carbon monoxide detectors and replace or repair the smoke and/or carbon monoxide detectors within 15 days of receipt of your written notification to us.

33. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract or Addenda including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or when arrested or conviction occurs; (3) you abandon the apartment; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your apartment; (7) you or any guest or occupant engages in any of the prohibited conduct in paragraph 21 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Eviction. If you default, we may re-enter and re-take possession of the premises as provided in paragraph 12 (Eviction or Summary Ejectment and Property Left in the Apartment) and may immediately institute proceedings for summary ejectment as provided by law without notice or demand. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After filing a summary ejectment suit, we may still accept a partial payment of rent or a partial housing subsidy payment; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting a partial payment of rent or a partial housing subsidy payment at any time doesn't waive your default of this Lease Contract; our right to damages; past or future rent or other sums; or to file an eviction or to continue with filed eviction proceedings; nor does our exercise of any of our rights in this Paragraph violate Chapter 75 of the N.C. General Statutes. Pursuant to NCGS 42-73, we may accept a full payment of rent due with full and complete knowledge of any criminal acts that violate this Lease Contract without such acceptance of rent constituting any waiver of your default or our rights to enforce the same.

Release of Property Following Writ. If we obtain a judgment for possession against you and the Sheriff has executed a Writ of Possession delivering possession of the premises to us, this paragraph constitutes our offer to release your personal property to you, during our normal business hours, for a period of no more than 7 calendar days after the date of the Sheriff's execution of the Writ of Possession. Should you fail to retrieve your personal property during the lockout period we have the right to throw away or dispose of your personal property without any liability to you for the disposal or destruction of your personal property.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for actual damages arising out of full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us all sums due and owing. Upon your default, we have all other legal remedies, including lease termination and summary ejectment under state statute. We may recover from you attorney's fees and all litigation costs to the extent permitted by law. In the event we file a summary ejectment lawsuit against you, we may also recover from you the highest one of the following fees (which shall be in addition to late fees, attorney's fees, and any applicable court costs):

- (1) **Complaint Filing Fee.** If you are in default of this Lease Contract and if we file and serve a summary ejectment complaint or a complaint for money owed against you, and if we elect to dismiss the complaint after you cure the default, you shall owe us a Complaint Filing Fee equal to \$15.00 or five percent (5%) of the monthly rent, whichever is higher. If the rent is subsidized by a government entity, the Complaint Filing Fee will be \$15.00 or 5% of your share of the monthly rent, whichever is higher.
- (2) **Court Appearance Fee.** In the event that (i) we file, serve, and prosecute successfully a summary ejectment complaint or complaint for money owed against you and (ii) a judgment is entered against you, you shall owe us—in lieu of the Complaint Filing Fee—a Court Appearance Fee equal to ten percent (10%) of the monthly rent. If the rent is subsidized by a government entity, the Court Appearance Fee will be 10% of your share of the monthly rent.
- (3) **Second Trial Fee.** In the event that (i) you appeal a judgment of a magistrate and (ii) we prove that you are in default of the lease at the new trial and (iii) we obtain a judgment against you at the new trial, you shall owe us—in lieu of the Complaint Filing Fee and Court Appearance Fee—a Second Trial Fee equal to twelve percent (12%) of the monthly rent. If the monthly rent is subsidized by a government entity, the Second Trial Fee will be 12% of your share of monthly rent.

Mitigation of Damages. If you move out early, you'll be subject to all remedies under North Carolina law. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

34. NO AUTHORITY TO AMEND UNLESS IN WRITING.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

35. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

36. NOTICE. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax or electronic (digital) signatures are binding. All notices must be signed. For purposes of establishing notice the parties may use electronic mail, text message or written notice sent to the addresses and/or mobile number set forth at the end of this Lease Contract.

37. MISCELLANEOUS.

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- C. All remedies are cumulative.
- D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- E. This Lease Contract binds subsequent owners.
- F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- G. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.
- I. All Lease Contract obligations must be performed in the county where the apartment is located.
- J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.
- K. If the premises or any portion of the community shall be taken by eminent domain pursuant to governmental authority, this Lease Contract shall terminate at our option and you shall have no claim against us or as to any portion of the award granted to us as a result of such taking.

38. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number or email address (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

39. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the Apartment and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

40. FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

41. PAYMENTS. At our option and without notice, we may apply money received first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. This excludes any previously charged late fees and/or unpaid utility payments which are submetered by us. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

42. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the apartment is located.

When Moving Out

43. MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 23 - Release of Resident) except under any other applicable laws. YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 (Lease Term). Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate your tenancy sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate your tenancy, we must give you the same advance notice—unless you are in default. Where there is more than one resident to this Lease Contract, a notice of termination submitted by one resident shall be considered a notice of termination submitted by all residents. Should there be conflicting notices, the notice of termination shall control.

44. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the apartment before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address. You shall pay any and all utility bills due for any utility services to the premises for which you are responsible. At or before the time of move-out and surrender of possession, you will provide us with written authorization allowing us to dispose of any personal property left in the premises by you upon surrendering the keys. You understand and acknowledge that your failure to provide such written authorization and/or to remove all personal property from the premises shall constitute your continued possession of the premises requiring us to file an action for summary ejectment to regain possession of the premises. Should we be required to file such action you will be responsible for any rental obligation that comes due until such time as we are placed in lawful possession of the premises.

45. CLEANING. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

46. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

47. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES. We may deduct sums from your security deposit for charges related to the following: your possible non-payment of rent, costs of water and sewer services provided, damage to the premises, damage or destruction of smoke detectors or carbon monoxide detectors, nonfulfillment of the rental period, any unpaid bills that become a lien against the demised property due to your occupancy, costs of re-renting the premises after breach by you, including but not limited to any reasonable fees or commissions paid by the landlord to a licensed real estate broker to re-rent the premises, costs of removal and storage of your property after a summary ejectment proceeding, court costs, or any fee authorized by N.C. GEN. STAT. § 42-46.

48. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.
Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. If we can determine the full extent of our deductions from your security deposit, we'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after termination of your tenancy under this Lease Contract and delivery of possession by you, unless statutes provide otherwise. If we cannot determine the full extent of our deductions from your security deposit within the aforementioned 30 day period, we'll mail you an interim itemized accounting of our

deductions from the deposit within 30 days after termination of your tenancy under this Lease Contract and delivery of possession by you, and we'll also mail your security deposit refund (less lawful deductions) and a final itemized accounting of any deductions no later than 60 days after termination of your tenancy under this Lease Contract and delivery of possession by you. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law. To the extent there are multiple residents under the Lease Contract, you hereby acknowledge that we may issue any Deposit refund to one or all of the residents and it shall be up to the residents to divide accordingly.

Surrender. You have surrendered the apartment when: (1) the move-out date has passed and no one is living in the apartment in our reasonable judgment; or (2) all apartment keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first.

Abandonment. You have abandoned the apartment when all of the following have occurred: (1) everyone appears to have moved out in our reasonable judgment; (2) clothes, furniture, and personal belongings have been substantially removed in our reasonable judgment; (3) you've been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; and (4) you've not responded for 2 days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. An apartment is also "abandoned" 10 days after the death of a sole resident.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the apartment, and determine any security deposit deductions. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment (paragraph 12 - Eviction or Summary Ejectment and Property Left in the Apartment), but do not affect our mitigation obligations (paragraph 33 - Default by Resident).

Severability, Originals and Attachments, and Signatures

49. SEVERABILITY. If any provision of this Lease Contract or Addenda are invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

50. ORIGINALS AND ATTACHMENTS. This Lease Contract and Addenda has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract and Addenda. Your copy of the Lease Contract and Addenda may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and Addenda and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract and Addenda are binding and hereby incorporated into and made part of the Lease Contract and Addenda between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

Resident or Residents (all sign below)

Address, phone number and email address of resident for notice purposes

Owner or Owner's Representative (signing on behalf of owner)

Broker's license (if applicable):

Address and phone number of owner's representative for notice purposes

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1)

You are legally bound by this document.
Read it carefully before signing.

SINGLE FAMILY LEASE CONTRACT



Date of Lease Contract: _____
(when the Lease Contract is filled out)

This is a binding document. Read carefully before signing.

Moving In — General Information

1. PARTIES. This Lease Contract (sometimes referred to as the "lease") is between you the resident(s) (list all people signing the Lease Contract):

and us, the owner: _____

(name of title holder). You've agreed to rent the residence at

(street address) in

_____ (city),

North Carolina, _____ (zip code) (the "residence" or the

"premises") for use as a private residence only. For purposes of this

Lease Contract, the term "premises" includes, but is not limited to,

the residence, yard, exterior patios, balconies, garages, carports,

attics, basements, and other spaces that have been provided to

you for your exclusive use. The terms "you" and "your" refer to

all residents listed above. The terms "we," "us," and "our" refer to

the owner listed above (or any of owner's successors' in interest

or assigns). Written or electronic notice to or from our managers

constitutes notice to or from us. If anyone else has guaranteed

performance of this Lease Contract, a separate Lease Contract

Guaranty for each guarantor is attached.

2. OCCUPANTS. The residence will be occupied only by you and (list all other occupants not signing the Lease Contract):

As permitted by law, you understand and agree that we may provide access to any occupant listed under paragraph 2 (Occupants) in the absence of any written document that withdraws such authorization.

No one else may occupy the residence without our express written permission.

3. LEASE TERM. The initial term of the Lease Contract begins on the _____ day of _____, and ends at 11:59 P.M. the _____ day of _____. This Lease Contract will automatically renew month-to-month unless either party gives at least _____ days written notice of termination or intent to move-out as required by paragraph 43 (Move-Out Notice). In the event this Lease Contract has renewed on a month-to-month basis, it shall continuously renew each month thereafter until either party provides the other with a written notice of termination at least 30 days before the end of any such renewal term in accordance with the requirements set forth in paragraph 43 (Move-Out Notice).

4. SECURITY DEPOSIT. Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the residence is \$ _____ due on or before the date this Lease Contract is signed, to be administered in accordance with the North Carolina Tenant Security Deposit Act, N.C.G.S. § 42-50 et seq.

In holding your security deposit, we will [check one]:

Deposit the security deposit in a trust account with (name of bank or savings institution) _____

located at (address) _____

or

Furnish a bond from (name of bonding company) _____ located at (address) _____

The security deposit may, in our discretion, be deposited in an interest-bearing account with the bank or savings institution named above. We may retain any interest earned upon the security deposit and may withdraw such interest, if any, from such account as it accrues as often as is permitted by the terms of the account.

Your security deposit will be held, and, upon termination of your tenancy, be applied in the manner and for the purposes set forth in paragraphs 47 (Security Deposit Deductions and Other Charges) and 48 (Deposit Return, Surrender, and Abandonment) of this Lease Contract.

5. KEYS. You will be provided _____ residence key(s), _____ mailbox key(s), _____ FOB(s), and/or _____ other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same.

6. RENT AND CHARGES. Unless modified by addenda, you will pay \$ _____ per month for rent, payable in advance and without demand:

at the property management office, located at _____

_____, or

at our online payment site, or

at _____

Homeowners Association Fees. (Check one)

The residence has no associated HOA fees for which you are responsible.

The monthly rent amount indicated above (check one): does does not include the HOA fee of \$ _____ per month. If the fee is not included in the rent, we will invoice you according to the following terms: _____

Prorated rent of \$ _____ is due for the remainder of [check one]: 1st month or 2nd month, on _____

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless expressly authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is

stopped for any reason. If you don't pay all rent on or before the _____ day of the month (late fee cannot be charged before the 6th day of the month), you'll pay a late charge of 5% of the rental payment or \$15.00, whichever is greater—or, where your rent is subsidized in any way, the late fee shall not exceed \$15.00 or an amount equal to 5% of your share of the rental payment. The late fee shall be considered additional rent and you will owe such late fee without us having to demand it from you. You'll also pay a charge of \$ _____ or the maximum amount allowed by law as of the date the check is tendered to us (whichever is greater) for each returned check or rejected electronic payment. If you don't pay rent on time, you'll be delinquent and all remedies under this Lease Contract will be authorized. We'll also have all other remedies for such violation.

Additional Charges.

Yard Maintenance. Unless otherwise noted in this Lease, you will be responsible for and pay for the following items: mowing and edging the lawn and maintaining all plants, trees (unless prohibited by law), shrubs, etc.; watering the lawn and other vegetation; keeping the lawn, flowerbeds, sidewalks, porches and driveways free of trash and debris; and fertilizing lawn and plants. You must promptly report infestations or dying vegetation to us. You may not modify the existing landscape, change any plants, or plant a garden without our prior written approval. **After _____ written warnings of improper yard maintenance, we have the right to invoice you the cost of our actual incurred expenses for third-party lawn care services.**

Pest Control. You must comply with all applicable provisions of building, housing and health codes and maintain the residence in a clean and sanitary manner. (Check One)

- You are responsible for general control and elimination of household pests including, but not limited to, fleas, ticks, roaches, silverfish, ants, crickets and rodents.
- We will arrange and pay for extermination services for all pests within the residence as needed in our reasonable judgment.

- 7. UTILITIES.** We'll pay for the following items, if checked and if permitted by law:
- water gas electricity
 - wastewater trash cable TV
 - other _____

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You are responsible for having all utilities for which You are paying the provider directly, set up in Your name prior to taking possession of the Premises. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends as such failure constitutes a default of the Lease. Cable channels that are provided may be changed during the Lease Contract term. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are submetered for the residence, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

- 8. INSURANCE.** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all Residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We require do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

If renter's insurance is required, you shall maintain at all times during the Term of this Lease, at your sole expense, a renter's insurance policy, or its equivalent, issued by a licensed insurance company in a minimum policy coverage amount of \$ _____, and you shall provide us with proof of such insurance to our satisfaction. If you allow your renter's insurance coverage to lapse, we may retain a policy for you and assess the premium to you as additional rent which is due and payable with the monthly rent.

If no box is checked, renter's insurance is not required.

Additionally, you are [check one] required to purchase personal liability insurance, and you shall provide us with proof of such insurance to our satisfaction not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance throughout your tenancy, including any renewal periods and/or lease extensions, may be an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law. You understand and agree that should you allow your liability coverage to lapse, expire or otherwise be terminated, we may, at our sole option (in lieu of declaring an incurable breach), elect to purchase a liability policy on your behalf and assess the premium to you as additional rent which is due and payable with the monthly rent.

You acknowledge that no portion of the rent paid by you under this agreement will be specifically allocated for the purchase of the owner's structural fire insurance, though the owner may use a portion of gross rental proceeds obtained from all residences in the community to purchase such structural fire insurance, and in such an event, that you are in no way a co-insured under any such policy.

- 9. LOCKS AND LATCHES.** Keyed lock(s) will be rekeyed after the prior resident moves out. The rekeying will be done before you move into your residence. You agree not to install additional or different locks or latches on any doors or windows of the premises, unless we have consented in writing to such installation.

You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law. You agree that any resident may request, either orally or in writing, that we install new or different locks for the premises. You further understand and agree that once we install new or different locks we shall provide keys to the replacement locks to any other residents and/or authorized occupants in the absence of a lawful reason to deny them such keys.

Payment for Rekeying, Repairs, Etc. You must pay for all repairs or replacements arising from misuse or damage to devices by you or your occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

Special Provisions and "What If" Clauses

- 10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed lease form.

See any additional special provisions.

- 11. REIMBURSEMENT.** You must promptly reimburse us for lost rent, loss, damage, government fines, or cost of repairs or service in the residence resulting, directly or indirectly, from You, your occupants, guests or visitors. The parties expressly agree that NCGS 42-10 shall not apply to your tenancy and, as such, resident shall be strictly liable for any damage incurred by us, including but not limited to lost rent, even where the premises is not habitable. **Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants'**

negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your residence. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver. Whether or not you pay for the damage, we may still declare a default of the Lease Contract and terminate your right to possession of the premises pursuant to paragraph 33 (Default by Resident) herein.

12. (A) EVICTION OR SUMMARY EJECTMENT AND PROPERTY LEFT IN THE RESIDENCE. "Residence" includes interior living areas and exterior patios, balconies, garages, and any spaces that have been provided to you for your exclusive use. In the event you violate any terms or conditions of this Lease Contract or Addenda or fail to perform any promise, duty or obligation you have agreed to or imposed upon you by law, then we, in addition to all other rights and remedies provided by law, may, at our option and with or without notice to you, either (1) terminate this Lease Contract or (2) terminate your right to possession of the premises without terminating this Lease Contract.

Regardless of whether we terminate this Lease Contract or only terminate your right of possession without terminating this Lease Contract, we shall be immediately entitled to possession of the premises and you shall peacefully surrender possession of the premises to us immediately upon our demand. In the event that you fail to surrender possession, we shall re-enter and retake possession through a summary ejectment proceeding or expedited eviction proceeding as provided by North Carolina law. In the event that we terminate this Lease Contract, all of our duties under this agreement shall terminate and we shall be entitled to collect from you all accrued and unpaid rents, and damages arising under this Lease Contract.

If we bring a suit against you for summary ejectment, the County sheriff may remove your personal property from the residence within 7 days from the time the sheriff executes the Writ of Possession. You must retake possession of your property if it is removed by the sheriff. If you do not do so, the sheriff may arrange for the storage of your property, and you will be liable for the costs of the proceedings and the storage of your property.

If the sheriff does not store your personal property removed from the residence, we may take possession of it and move it for storage purposes. In the event of an execution of a Writ of Possession against you, you agree that this sentence hereby constitutes our offer to release your personal property to you during our regular business hours for the seven calendar day period following the execution of a Writ of Possession. Seven days after being placed in lawful possession of your personal property by execution of the Writ of Possession, we may throw away, dispose of, or sell your property. If you request that we release your property to you during the seven day period, we must do so during our regular business hours. If we elect to sell your property, we must give you at least seven days notice prior to the sale, and we must release your property to you if you so request before the sale. If you do not request the release of your property within seven days, all costs of summary ejectment, execution and storage proceedings shall be charged to you as court costs and shall constitute a lien against the stored property.

In the event we terminate your right of possession without terminating this Lease Contract you shall remain liable for the full performance of all the covenants, and we shall use reasonable efforts to re-rent the premises on your behalf and you shall remain liable for any resulting costs, deficiencies or damages. Any such rentals reserved from re-renting shall be applied first to the cost of re-renting the premises and then to the rentals due under this Lease Contract. Re-entry shall not bar the right of recovery of rent or damages for breach of covenants, nor shall the partial receipt of rent after conditions broken be deemed a waiver of forfeiture, as provided by N.C.G.S. In order to entitle us to re-enter and/or terminate this Lease Contract for default, it shall not be deemed necessary to give notice of rent being due and unpaid or of other conditions broken or to make demands for rent, the execution of this Lease signed by you and us being sufficient notice of all terms of this Lease Contract including of the rent being due and demand for the same. We shall have all rights granted pursuant to N.C.G.S. §42-25.9 and §42-25.6.

(B) ABANDONED PROPERTY. If you abandon personal property with a value of \$750 or less from residence or fail to remove such property at the time of execution of a Writ of Possession, we may, as an alternative to the procedures described above, deliver the property to a non-profit organization regularly providing free or inexpensive clothing or household furnishings to people in need, provided that such organization agrees to store the property separately for a thirty-day period, and to release it to you without charge during this thirty-day period. We will deem personal property to be abandoned if we find evidence clearly showing the residence has been voluntarily vacated after the rental period has expired and we have no notice of a disability that caused the vacancy.

If the total value of the property left in the residence at the time of execution of a Writ of Possession is less than \$500, we may deem the property abandoned after five days and may throw away or dispose of the property.

13. FAILING TO PAY FIRST MONTH'S RENT. If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. This paragraph does not apply to termination of this Lease Contract 14 or more days before occupancy by military personnel.

14. RENT INCREASES AND LEASE CONTRACT CHANGES. No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of the residence rules allowed under paragraph 19 (Policies and Rules). If at least 5 days before the advance notice deadline referred to in paragraph 3 (Lease Term), we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under paragraph 43 (Move-Out Notice).

15. DELAY OF OCCUPANCY. If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. You hereby acknowledge and agree that we shall not be responsible for any other damages that may result from our failure to deliver possession of the premises, including but not limited to, moving expenses, lodging, storage, or any other cost, expense or damage whatsoever. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the residence.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the residence is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the initial term as set forth in paragraph 3 (Lease Term)—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the residence will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the initial term as set forth in paragraph 3 (Lease Term) and the notice states that construction delay is expected and that the residence will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in paragraph 3 (Lease Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree.

16. RENTAL APPLICATION. You understand and agree that we have relied upon the Rental Application ("application") submitted by you as an inducement for entering into this Lease Contract, and you warrant that the facts contained in such application are true. If we determine or learn that any fact or representation in the application is false or deceptive or omits material facts, you shall be in default of this Lease Contract, and in such an event, we shall have all of the rights and remedies set forth in this Lease Contract.

You understand and agree that we reserve the right to check the criminal records of you and your occupants at any time during the original term or any renewal terms of this Lease Contract, though

you also agree that we have no affirmative duty to anyone to research or monitor the criminal records or sex offender records of any person.

17. DISCLOSURE RIGHTS. If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

While You're Living in the Residence

18. PREMISES. As used in this Agreement, the term "Premises" shall refer to all land and fixtures and spaces (other than Our business and management offices) outside the premises that are owned and maintained by us and comprise the single piece of real property that form the single community in which the premises is located. You understand and agree that the use of the Premises (including any amenity, swimming pool, exercise room, basketball court, parking areas, laundry facilities, hallways, breezeways, roadways, and so forth) is subject to any Rules and Regulations set by us and that such Rules and Regulations may be changed at any time without notice. You understand and agree that your payment of rent to us only entitles you to the rental and use of the premises and your ingress and egress to and from the premises while you remain in legal possession of the premises; you also understand and agree that your use of any Premises facility is not included as part of the rent but instead is a privilege granted to you by us. We may revoke your privilege to use any facility upon your default of this Agreement, or if we deem, in our sole discretion, that you or an occupant or guest has misused the facility in any way or has disturbed the rights or comfort of other people.

In the event we revoke your privilege to use a facility, you agree that we have the right to trespass you and your occupant(s) criminally from the facility. You also further agree that: (a) We may close or eliminate any facility at any time; (b) that we may bar you or any occupant or guest from entering or using any facility based on your, or their, misuse of same or based upon your default of this Agreement, including but not limited to your failure to pay rent or any other debt when due under this Agreement; (c) You would not be entitled to any rent reduction or abatement or rescission or damages of any kind whatsoever relating in any way to your inability to access or use any facility. You also agree that we may remove, or we may request that any law enforcement officer remove or otherwise trespass, any person from the premises where such person cannot or will not establish that they are a resident, occupant, or guest.

19. POLICIES AND RULES. You and all guests and occupants must comply with any written residence rules, any restrictive covenants that might be in place and policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all residences in the community (if applicable), and do not change dollar amounts on page 1 of this Lease Contract.

Amenities. We reserve the right to set the days and hours of use for all Amenities and to change the character of, or close, any Amenity based upon our needs and in our sole and absolute discretion, without notice, obligation or recompense of any nature to you.

Homeowners Association and Rules.

The Premises are are not subject to a Declaration of Covenants, Conditions & Restrictions (CC&R) and/or Homeowner Association Rules and Regulations (HOA Rules). If the Premises are subject to CC&R and/or HOA Rules, you acknowledge receipt of copies of the same with this Lease Contract. Your failure to abide by any CC&R and/or any HOA Rules is a material breach of this Lease Contract and may be grounds for termination of the tenancy. Any fine or monetary penalty that is charged to us as a result of your non-compliance with any CC&R or HOA Rule will be charged to you and will be immediately due and payable.

20. LIMITATIONS ON CONDUCT. The residence and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash and recyclables must be disposed of at least weekly in appropriate receptacles, or in otherwise approved collection bins, in accordance with local ordinances, or as required by trash and recycling service providers. Passageways may be used only for entry or exit. You agree to keep all passageways and exterior areas of the premises free of

obstructions such as trash, storage items, and all forms of personal property. You, your occupants, or guests may not anywhere in the residence: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Conducting any kind of business (including child care services) in your residence is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your residence for business purposes. We may regulate the use of patios, balconies, and porches. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the residence guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any residence rules, or disturbing other residents, neighbors, visitors, or owner representatives.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

21. PROHIBITED CONDUCT. You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the residence; disrupting our business operations; criminal activity of any kind, including but not limited to, manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the residence; displaying or possessing a gun, knife, or other weapon in the premises in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the residence; allowing or inviting any previously trespassed and/or banned guest or visitor into the residence.

22. PARKING. We may regulate the parking of all cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles. No motor vehicle, trailer, or other such vehicles shall be parked on the Premises without a current license plate or current registration and/or inspection sticker. Vehicles may be parked only in garages, driveways, carports, assigned spaces (if provided), or on the street in accordance with all applicable state, local, and community rules and regulations.

23. RELEASE OF RESIDENT. Unless you're entitled to terminate your tenancy under paragraphs 10 (Special Provisions), 15 (Delay of Occupancy), 43 (Move-Out Notice), or any other applicable laws, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

24. MILITARY PERSONNEL CLAUSE. All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

25. RESIDENT SAFETY AND PROPERTY LOSS. You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and access control devices.

Smoke Detectors and Carbon Monoxide Detectors. We'll furnish smoke detectors and carbon monoxide detectors as required by statute, and we'll test them and provide working batteries, if applicable, when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may replace dead or missing batteries at your expense, without prior notice to you. You must periodically inspect the smoke detectors and carbon monoxide detectors to ensure their operability and immediately report smoke detector and carbon monoxide detector malfunctions to us. Neither you nor others may disable smoke detectors and carbon monoxide detectors. If you disable or damage the smoke detector and carbon monoxide detectors, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

Casualty Loss. You shall immediately notify us of any damage to the premises by fire, flooding, or other casualty not caused by us, including any type of catastrophic damage which renders the premises or a substantial portion of the premises, uninhabitable. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. Furthermore, where such damage is not caused by us, we shall have no obligation to provide alternative housing for you or to pay relocation expenses associated with vacating the premises. During freezing weather, you must ensure that the temperature in the residence is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your residence). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your residence, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the residence. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

26. CONDITION OF THE PREMISES AND ALTERATIONS. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage within 7 days of being put in possession of the premises and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the residence. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the residence. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you

move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the residence; after that, you'll replace them at your expense with bulbs of the same type and wattage. When you move in, we'll supply the initial batteries for any battery-operated smoke detectors and carbon monoxide detectors; after that, you'll be responsible for testing such batteries and replacing the same for the duration of the tenancy and any renewal thereof. Your improvements to the residence (whether or not we consent) become ours unless we agree otherwise in writing.

You agree that you are responsible for the replacement of HVAC filters throughout your tenancy at your own expense. Said HVAC filters should be replaced approximately every _____ months. You also agree that you are responsible for keeping plumbing fixtures clean and sanitary and maintaining commode, drains and air gaps free of blockages, and for operating all electrical and plumbing fixtures properly.

Major Appliances and Structural Elements.

We are responsible for replacement of or repairs of major appliances (including washers and dryers we furnish) and electrical, plumbing, heating and air conditioning systems, unless the repair or replacement is required due to your misuse or negligence. We are responsible for replacement or repairs of structural elements. Structural elements include, but are not limited to, the windows, the roof, floor and ceiling systems; bearing walls and partitions; columns, lintels, girders and load-bearing beams; foundation systems and footings; all interior stair-carriage systems; all necessary materials required for the joining, support, fastening or attachment of the foregoing items; all components of the exterior designed to prevent infiltration of water (i.e., paint, shingles, siding and trim); and hand railings, steps, sidewalks and driveways. In the event of a bona fide emergency, and if notification to us is impractical or impossible, you may request reasonable and necessary repairs to alleviate the emergency condition at our expense, unless said bona fide emergency was caused by your misuse or negligence for which you will be solely and entirely responsible for any necessary cost or expense incurred. You must immediately notify us in writing of such repairs.

27. REQUESTS, REPAIRS, AND MALFUNCTIONS. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE RESIDENT/MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or imminently dangerous conditions as specifically defined by law). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the residence if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are rarely emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections.

We may, in our sole discretion, elect to repair substantial damage to the premises within a reasonable time under the circumstances, and in such an event, your obligations under the Lease Contract shall continue. Any obligation to pay rent during such period of repair shall be abated so long as the substantial damage was not caused by you, your occupants, guests or visitors. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent (dating back to the date of the casualty) and all deposits, less lawful deductions. Should you fail to vacate the premises following our notice of termination herein you shall be considered a hold over tenant and we may exercise any and all remedies available to us under this Lease Contract.

28. ANIMALS. Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the residence unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. You shall remove any pet previously permitted under this Lease Contract and the Animal Addendum within _____ hours of written notification from us that the pet, in our sole judgment, creates a nuisance or disturbance or is, in our opinion, undesirable. If an animal has been in the residence at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

29. WHEN WE MAY ENTER. If you or any guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the residence at reasonable times for the purposes listed in (2) below

If nobody is in the residence, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (1) written notice of the entry is left in a conspicuous place in the residence immediately after the entry; *and*
- (2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector and/or carbon monoxide detector batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; stopping excessive noise; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspection to confirm compliance with lease obligations; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with search or arrest warrant or in hot pursuit; showing the residence to prospective residents (after move-out or vacate notice has been given); or showing the residence to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents. Should you fail or refuse to allow us access to the premises pursuant to the terms of this paragraph, you shall be in default of this Lease Contract.

30. JOINT AND SEVERAL RESPONSIBILITY. Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of tenancy termination, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 48 (Deposit Return, Surrender, and Abandonment).

Replacements

31. REPLACEMENTS AND SUBLETTING. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy then:

- (1) a reletting charge *will not be due*;
- (2) a reasonable administrative (paper work) and/or transfer fee *will be due*, and a rekeying fee *will be due* if rekeying is requested or required; and
- (3) the departing and remaining residents *will remain liable* for all Lease Contract obligations for the rest of the original Lease Contract term.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right of occupancy or security-deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

Responsibilities of Owner and Resident

32. RESPONSIBILITIES OF OWNER. We'll act with customary diligence to:

- (1) comply with the applicable building and housing codes;
- (2) make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
- (3) keep the premises in safe condition;
- (4) maintain in good and safe working order and promptly repair all facilities and appliances supplied or required to be supplied by us; and
- (5) provide operable smoke detectors and/or carbon monoxide detectors and replace or repair the smoke and/or carbon monoxide detectors within 15 days of receipt of your written notification to us.

33. DEFAULT BY RESIDENT. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract or Addenda including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the residence rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs;

(3) you abandon the residence; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your residence; (7) you or any guest or occupant engages in any of the prohibited conduct in paragraph 21 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government.

Eviction. If you default, we may re-enter and re-take possession of the premises as provided in paragraph 12 (Eviction or Summary Ejectment and Property Left in the Residence) and may immediately institute proceedings for summary ejectment as provided by law without notice or demand. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. After filing a summary ejectment suit, we may still accept a partial

payment of rent or a partial housing subsidy payment; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting a partial payment of rent or a partial housing subsidy payment at any time doesn't waive your default of this Lease Contract; our right to damages; past or future rent or other sums; or to file an eviction or to continue with filed eviction proceedings; nor does our exercise of any of our rights in this Paragraph violate Chapter 75 of the N.C. General Statutes. Pursuant to NCGS 42-73, we may accept a full payment of rent due with full and complete knowledge of any criminal acts that violate this Lease Contract without such acceptance of rent constituting any waiver of your default or our rights to enforce the same.

Release of Property Following Writ. If we obtain a judgment for possession against you and the Sheriff has executed a Writ of Possession delivering possession of the premises to us, this paragraph constitutes our offer to release your personal property to you, during our normal business hours, for a period of no more than 7 calendar days after the date of the Sheriff's execution of the Writ of Possession. Should you fail to retrieve your personal property during the lockout period we have the right to throw away or dispose of your personal property without any liability to you for the disposal or destruction of your personal property.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (3) you'll be liable to us for actual damages arising out of full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your residence while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us all sums due and owing. Upon your default, we have all other legal remedies, including lease termination and summary ejectment under state statute. We may recover from you attorney's fees and all litigation costs to the extent permitted by law. In the event we file a summary ejectment lawsuit against you, we may also recover from you the highest one of the following fees (which shall be in addition to late fees, attorney's fees, and any applicable court costs):

(1) **Complaint Filing Fee.** If you are in default of this Lease Contract and if we file and serve a summary ejectment complaint or a complaint for money owed against you, and if we elect to dismiss the complaint after you cure the default, you shall owe Us a Complaint Filing Fee equal to \$15.00 or five percent (5%) of the monthly rent, whichever is higher. If the rent is subsidized by a government entity, the Complaint Filing Fee will be \$15.00 or 5% of your share of the monthly rent, whichever is higher.

(2) **Court Appearance Fee.** In the event that (i) we file, serve, and prosecute successfully a summary ejectment complaint or complaint for money owed against you and (ii) a judgment is entered against you, you shall owe us—in lieu of the Complaint Filing Fee—a Court Appearance Fee equal to ten percent (10%) of the monthly rent. If the rent is subsidized by a government entity, the Court Appearance Fee will be 10% of your share of the monthly rent.

(3) **Second Trial Fee.** In the event that (i) you appeal a judgment of a magistrate and (ii) we prove that you are in default of the lease at the new trial and (iii) we obtain a judgment against you at the new trial, you shall owe us—in lieu of the Complaint Filing Fee and Court Appearance Fee—a Second Trial Fee equal to twelve percent (12%) of the monthly rent. If the monthly rent is subsidized by a government entity, the Second Trial Fee will be 12% of your share of monthly rent.

Mitigation of Damages. If you move out early, you'll be subject to all remedies under North Carolina law. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

Remedies Cumulative. Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

General Clauses

34. NO AUTHORITY TO AMEND UNLESS IN WRITING.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

35. NO WAIVER. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

36. NOTICE. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax and electronic (digital) signatures are binding. All notices must be signed. For purposes of establishing notice the parties may use electronic mail, text message or written notice sent to the addresses and/or mobile number set forth at the end of this Lease Contract.

37. MISCELLANEOUS.

- Exercising one remedy won't constitute an election or waiver of other remedies.
- Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- All remedies are cumulative.
- No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

E. This Lease Contract binds subsequent owners.

F. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.

G. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.

H. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.

I. All Lease Contract obligations must be performed in the county where the residence is located.

J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

K. If the premises or any portion of the residence shall be taken by eminent domain pursuant to governmental authority, this Lease Contract shall terminate at our option and you shall have no claim against us or as to any portion of the award granted to us as a result of such taking.

38. CONTACTING YOU. By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number or email address (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

39. OBLIGATION TO VACATE. If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the residence and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

40. FORCE MAJEURE. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

41. PAYMENTS. At our option and without notice, we may apply money received first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. This excludes any previously charged late fees and/or unpaid utility payments which are submetered by us. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

42. ASSOCIATION MEMBERSHIP. We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local apartment (multi-housing) associations for the area where the residence is located.

When Moving Out

43. MOVE-OUT NOTICE. Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire Lease Contract term if you move out early (paragraph 23 - Release of Resident) except under any other applicable laws. YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your move-out date. The advance notice must be at least the number of days of notice required in paragraph 3 (Lease Term). Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate your tenancy sooner than the end of the Lease Contract term or renewal period.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate your tenancy, we must give you the same advance notice—unless you are in default. Where there is more than one resident to this Lease Contract, a notice of termination submitted by one resident shall be considered a notice of termination submitted by all residents. Should there be conflicting notices, the notice of termination shall control.

44. MOVE-OUT PROCEDURES. The move-out date can be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate the residence before the 30-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address. You shall pay any and all utility bills due for any utility services to the premises for which you are responsible. At or before the time of move-out and surrender of possession, you will provide us with written authorization allowing us to dispose of any personal property left in the premises by you upon surrendering the keys. You understand and acknowledge that your failure to provide such written authorization and/or to remove all personal property from the premises shall constitute your continued possession of the premises requiring us to file an action for summary ejectment to regain possession of the premises. Should we be required to file such action you will be responsible for any rental obligation that comes due until such time as we are placed in lawful possession of the premises.

45. CLEANING. You must thoroughly clean the residence, including doors, windows, floors, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, attics, basements, and other exclusive use spaces. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

46. MOVE-OUT INSPECTION. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

47. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.

We may deduct sums from your security deposit for charges related to the following: your possible non-payment of rent, costs of water and sewer services provided, damage to the premises, damage or destruction of smoke detectors or carbon monoxide detectors, nonfulfillment of the rental period, any unpaid bills that become a lien against the demised property due to your occupancy, costs of re-renting the premises after breach by you, including, but not limited to any reasonable fees or commissions paid by the landlord to a licensed real estate broker to re-rent the premises, costs of removal and storage of your property after a summary judgment proceeding, court costs, or any fee authorized by N.C. GEN. STAT. § 42-46.

48. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.

Deposit Return and Forwarding Address. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. If we can determine the full extent of our deductions from your security deposit, we'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than 30 days after termination of your tenancy under this Lease Contract and delivery of possession by you, unless statutes provide otherwise. If we cannot determine the full extent of our deductions from your security deposit within the aforementioned 30 day period, we'll mail you an interim itemized accounting of our deductions from the deposit within 30 days after termination of your tenancy under this Lease Contract and delivery of possession by you, and we'll also mail your security deposit refund (less lawful deductions) and a final itemized accounting of any deductions no later than 60 days after termination of your tenancy under this Lease Contract and delivery of possession by you. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law. To the extent there are multiple residents under the Lease Contract, you hereby acknowledge that we may issue any Deposit refund to one or all of the residents and it shall be up to the residents to divide accordingly.

Surrender. You have surrendered the residence when: (1) the move-out date has passed and no one is living in the residence in our reasonable judgment; or (2) all residence keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first.

STUDENT HOUSING LEASE CONTRACT



This is a binding document. Read carefully before signing.

General Lease Provisions

1. PARTIES. This Lease Contract (sometimes referred to as the "Lease") is between you, the resident:

and us, the owner:
(name of apartment community or title holder).

2. APARTMENT.

You are renting:
Apartment No.
Bedroom No.
Floor Plan
at

(street address), in
(city), North Carolina, (zip code), for use as a private residence only.

When this Lease is signed, all fees are paid and any guarantor paperwork is received, we will set aside a bedroom from our inventory for you. We will notify you of your bedroom assignment prior to move-in if not noted above. You acknowledge and agree that your unit and specific bedroom will be assigned at move-in. As such, you accept this condition and you waive any objection or defense as to the enforceability of the Lease.

2.1. Use and Occupancy. Your access may include exclusive areas, shared common space in the apartment, and common areas in the property.

We may assign another person to share a bedroom with you. If the apartment has a separate bathroom for each bedroom, you and any other person assigned to your bedroom will have exclusive use of that bathroom. We do not make any representations about the identity, background or suitability of any other resident, and we are under no obligation to perform any resident screening of any kind, including credit, prior resident history or criminal background. Any disputes that arise are your responsibility to resolve directly in a reasonable manner that complies with this Lease. Disputes are not grounds to terminate this Lease. You have a non-exclusive right to use other areas in the apartment, including the kitchen, living area, patios/balconies and other shared spaces. Both you and other residents have equal rights to use the space and amenities in the apartment's common area. It is a violation of this Lease to use any spaces not assigned to you, and we have the right to assign a roommate to any vacancy at any time with or without notice.

2.2. Access Devices. In accordance with our policies, you'll receive access devices for your apartment and mailbox, and other access devices including:

3. TERM. The term of the Lease Contract begins on the day of (year), and ends at noon the day of (year). This Lease does not automatically renew.

3.1. Holdover. You or any occupant, invitee, or guest must not hold over beyond the lease end date above (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (A) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (B) rent for the holdover period will be increased by 25% over the then-existing rent, without notice; (C) you'll be liable to us for actual damages

arising out of full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (D) at our option, we may extend the lease term—for up to one (1) month from the date of notice of lease extension—by delivering written notice to you or your apartment while you continue to hold over.

4. RENT AND CHARGES. Your rent for the term is \$ Under this Lease and in accordance with our policies, your total amount due is payable in advance and without demand in installments of \$ each. This amount may include or exclude other fees and charges as outlined in your lease package.

The first installment is due on or before the first (1st) of the month in which this Lease begins. All other payments must be made by the first (1st) of the month in which they are due, with no grace period. This amount is owed by you and is not the total rent owed by all residents.

If you don't pay the first installment by the date above, we may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges. Our rights, remedies and duties under Paragraph 24 (Default by Resident) apply under this paragraph. You must pay your installments on or before the first (1st) day of the month in which they are due. There is no grace period, and you agree that not paying by the first (1st) of the month is a material breach of this Lease. Cash is not acceptable without our prior written permission. You cannot withhold or offset rent unless authorized by law. Your obligation to pay rent does not change if there is a reduction of amenity access or other services performed by us. If you don't pay rent on time, you'll be in default and subject to all remedies under state law and this Lease.

4.1. Payments. You will pay your rent:

at the onsite manager's office
through our online payment site
at

We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one (1) monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. Rent and late charges are due without demand, and all other sums are due upon our demand.

4.2. Application of Money Received. At our option and without notice, we may apply money received first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. This excludes any previously charged late fees and/or unpaid utility payments which are submetered by us. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments.

4.3. Utilities and Services. We'll pay for the following if checked:

gas wastewater trash/recycling
water electricity stormwater/drainage
Internet cable/satellite government fees
other

Your per-person share of any submetered or allocated utilities or services for the apartment will be included as an itemized charge on a billing statement to you. For utilities that are billed to us by the utility provider, and which we provide and bill to you, each Resident is responsible only for that Resident's proportionate share along with an administrative fee, as permitted by law and approved by

the N.C. Utilities Commission. "Per person" is determined by the number of residents authorized to be living in the apartment at the time of the utility billing to you by us or our agent. Pursuant to the N.C. Gen. Stat. § 62-110(h), your per-person share of electric utilities for the apartment shall be split equally among all co-residents in the apartment and will be included as an itemized charge on a monthly billing to you, together with an additional monthly administrative fee authorized by the N.C. Utilities Commission. You'll pay for all other utilities and services, related deposits, and any charges or fees on such utilities and services during your Lease term. You are responsible for having all utilities for which You are paying the provider directly, set up in Your name prior to taking possession of the Premises.

4.4. **Late Charges.** If you don't pay all rent on or before the _____ day of the month (late charge cannot be charged before the sixth (6th) day of the month), you'll pay a late charge of 5% of the rental payment or \$15.00, whichever is greater—or, where your rent is subsidized in any way, the late fee shall not exceed \$15.00 or an amount equal to 5% of your share of the rental payment. The late fee shall be considered additional rent and you will owe such late fee without us having to demand it from you. You'll also pay a charge of \$ _____ or the maximum amount allowed by law as of the date the check is tendered to us (whichever is greater) for each returned check or rejected electronic payment.

4.5. **Lease Changes.** No rent increases or Lease changes are allowed during the Lease term, except for those allowed by special provisions, by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules allowed under the provisions herein.

5. **SECURITY DEPOSIT.** Your security deposit is \$ _____ due on or before the date this Lease Contract is signed, to be administered in accordance with the North Carolina Tenant Security Deposit Act, N.C.G.S. § 42-50 et seq. You may be required to pay a security deposit for all of your obligations under this Lease Contract. In the event you are required to pay a security deposit, it shall serve as partial security for all Residents obligations under this Lease Contract. The security deposit will not be our limit of damages if you violate the lease contract. Any animal deposit will be stated in an animal addendum.

In holding your security deposit, we will [check one].

Deposit the security deposit in a trust account with (name of bank or savings institution) _____

located at (address) _____

or

Furnish a bond from (name of bonding company) _____ located at (address) _____

The security deposit may, in our discretion, be deposited in an interest-bearing account with the bank or savings institution named above. We may retain any interest earned upon the security deposit and may withdraw such interest, if any, from such account as it accrues as often as is permitted by the terms of the account.

Your security deposit will be held and, upon termination of your tenancy, be applied in the manner and for the purposes set forth in this paragraph and Paragraph 27 (Surrender and Abandonment) of this Lease Contract.

5.1. **Refunds and Security Deposit Deductions.** In accordance with our policies and as allowed by law, we may deduct from your security deposit the amount of damages beyond normal wear and tear. You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. If we can determine the full extent of our deductions from your security deposit, we'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions no later than thirty (30) days after termination of your tenancy under this Lease Contract and delivery of possession by you, unless statutes provide otherwise. If we cannot determine the full extent of our deductions from your security deposit within the aforementioned thirty (30) day period, we'll mail you an interim itemized

accounting of our deductions from the deposit within thirty (30) days after termination of your tenancy under this Lease Contract and delivery of possession by you, and we'll also mail your security deposit refund (less lawful deductions) and a final itemized accounting of any deductions no later than sixty (60) days after termination of your tenancy under this Lease Contract and delivery of possession by you. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law. We may deduct sums from your security deposit for charges related to the following: your possible non-payment of rent, costs of water and sewer services provided, damage to the premises, damage or destruction of smoke detectors or carbon monoxide detectors, nonfulfillment of the rental period, any unpaid bills that become a lien against the demised property due to your occupancy, costs of re-renting the premises after breach by you, including but not limited to any reasonable fees or commissions paid by the landlord to a licensed real estate broker to re-rent the premises, costs of removal and storage of your property after a summary ejectment proceeding, court costs, or any fee authorized by N.C. GEN. STAT. § 42-46. **We may also deduct from your security deposit our reasonable costs incurred in rekeying security devices required by law if you vacate the apartment in breach of this Lease.**

6. **GUESTS.** "Guests" include anyone entering the apartment for any reason related to your occupancy. You are responsible for the conduct of your guests, invitees, family members, and any other person whom you allow to enter the property or apartment, as if such conduct were your own, unless otherwise stated in this Lease or in our policies, no more than _____ people may be present in the apartment at one time. Other than residents and authorized occupants, no one else may occupy the apartment. In the event we receive any complaints of unreasonable disturbances in the Apartment you agree that we may limit the number of guests that may enter the Apartment at any one time.

6.1. **Exclusion of Persons.** We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

7. **CARE OF COMMON AREAS.** You must promptly reimburse us for lost rent, loss, damage, government fines, or cost of repairs or service in the apartment community resulting, directly or indirectly, from You, your occupants, guests or visitors. The parties expressly agree that NCGS 42-10 shall not apply to your tenancy and, as such, resident shall be strictly liable for any damage incurred by us, including but not limited to lost rent, even where the premises is not habitable.

Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from your or your invitees, guests, or occupants' negligence or intentional acts: (A) damage to doors, windows, or screens; (B) damage from windows or doors left open; and (C) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment.

Each resident is jointly and severally liable for all Lease Obligations relating to any shared areas and utilities (if applicable, and as permitted by law). All residents will be jointly responsible for damage to the Apartment that we do not determine (in our sole discretion) was caused by a specific Resident, and other amounts due under the Lease. In addition to other obligations outlined in this Lease, you are liable for your per-person share of animal violation charges, missing batteries from smoke or other detectors, government fines, or damages to the apartment if we cannot, in our reasonable judgment, ascertain the identity of the person who caused the damages or the charge or fee to be incurred. "Per person" is determined by the number of persons, including you and other residents, authorized to live in the apartment at the time of the damage, charge, fine or violation. Whether or not you pay for the damage, we may still declare a default of the Lease Contract and terminate your right to possession of the premises pursuant to Paragraph 24 (Default by Resident) herein.

8. INSURANCE. *We do not maintain insurance to cover your personal property or personal injury.*

8.1. Renter's Insurance Requirement

You are:

- required to buy and maintain renter's insurance, and you shall provide us with proof of such insurance to our satisfaction; **or**
- not required to buy renter's insurance.

8.2. Personal Liability Insurance Requirement

You are:

- required to purchase and maintain personal liability insurance, and you shall provide us with proof of such insurance to our satisfaction; **or**
- not required to buy liability insurance.

You understand and agree that should you allow your liability coverage to lapse, expire or otherwise be terminated, we may, at our sole option (in lieu of declaring an incurable breach), elect to purchase a liability policy on your behalf and assess the premium to you as additional rent which is due and payable with the monthly rent.

If neither option is checked, insurance is not required but is still strongly recommended. Even if not required, we urge you to get your own insurance for losses due to theft, fire, water, pipe leaks, and similar occurrences. Renter's insurance doesn't cover losses due to a flood. We urge all residents to obtain flood insurance—particularly those residents in coastal areas, areas near rivers, and areas prone to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

9. SECURITY AND SAFETY DEVICES.

9.1. Smoke Detectors and Carbon Monoxide Detectors.

We'll furnish smoke detectors and carbon monoxide detectors as required by statute, and we'll test them and provide working batteries, if applicable, when you first take possession. After that, you must pay for and replace batteries as needed, unless the law provides otherwise. We may install additional detectors not so required. Upon request, we'll provide, as required by law, a smoke alarm or carbon monoxide detector capable of alerting a person with a hearing-impairment disability.

We may replace dead or missing batteries at our expense, without prior notice to you. You must periodically inspect the smoke detectors and carbon monoxide detectors to ensure their operability and immediately report smoke detector and carbon monoxide detector malfunctions to us.

9.2. Duty to Report. Neither you nor others may disable smoke detectors and carbon monoxide detectors. If you disable or damage the smoke detector and carbon monoxide detectors, or fail to replace a dead battery or report malfunctions to us, you may be liable to us and others for any loss, damage, or fines from fire, smoke, or water.

10. DELAY OF OCCUPANCY. We are not responsible for any delay of your occupancy caused by construction, repairs, cleaning, or a previous resident's holding over.

The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; **and** (2) your right to terminate as set forth below.

After termination, you are entitled only to a refund of the deposit(s) you paid and any rent you paid. You hereby acknowledge and agree that we shall not be responsible for any other damages that may result from our failure to deliver possession of the premises, including but not limited to, moving expenses, lodging, storage, or any other cost, expense or damage whatsoever. Rent abatement or Lease Contract termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later. **Termination notice must be in writing.**

- (a) If we give written notice to you when occupancy after the Lease begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date—you may terminate the Lease Contract within three (3) days of your receiving the notice, but not later.
- (b) If we give you written notice before the date of the Lease begins and the notice states that a construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within seven (7) days after you receive written notice, but not later.

The readiness date is considered the new initial term as set forth in Paragraph 2 (Term) for all purposes. This new date may not be moved to an earlier date unless we and you agree in writing.

Resident Life

11. COMMUNITY POLICIES OR RULES. You and all guests and occupants must comply with any written apartment rules, any restrictive covenants that might be in place, and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all apartments in the apartment community and do not change dollar amounts on page 1 of this Lease Contract.

11.1. Photo/Video Release. When signing this Lease, you grant us permission to use any photograph or video taken of you while you are using property common areas or participating in any event sponsored by us.

11.2. Limitations on Conduct. Your apartment and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You will use balconies with care and will not overload them. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care and in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. Within the apartment

community you, your occupant(s) and your guest(s) must not use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside. You, your occupant(s), and your guest(s) must not solicit business or contributions. Conducting any kind of business (including child-care services) in your apartment or in the apartment community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate:

- (a) the use of patios, balconies, and porches;
- (b) the conduct of furniture movers and delivery persons; **and**
- (c) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

11.3. Notice of Convictions and Registration. You agree to notify us if you or any occupants are convicted of (A) any felony, **or** (B) any misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

11.4. Attendance and Enrollment. We may, at our option, require information about your attendance and enrollment. If required by us, you must notify us prior to any

extended absence from your apartment that is for more than fourteen (14) days and not during a regular school break. If you are suspended or expelled by an educational institution, we have the right, but not the obligation, to terminate your Lease. Within ten (10) days of your suspension or expulsion, you must give us written notice if our policies require this information. At our request, the educational institution may give us information about your enrollment status.

- 11.5. Common Areas.** As used in this Lease, the terms "Common Area" or "Common Areas" shall refer to all land and fixtures and spaces (other than Our business and management offices) outside the premises that are owned and maintained by us and comprise the single piece of real property that form the single community in which the premises is located. You understand and agree that the use of the Common Areas (including any amenity, swimming pool, exercise room, basketball court, parking areas, laundry facilities, hallways, breezeways, roadways, and so forth) is subject to any Rules and Regulations set by us and that such Rules and Regulations may be changed at any time without notice. You understand and agree that your payment of rent to us only entitles you to the rental and use of the premises and your ingress and egress to and from the premises while you remain in legal possession of the premises; you also understand and agree that your use of any Common Area facility is not included as part of the rent but instead is a privilege granted to you by us. We may revoke your privilege to use any facility upon your default of this Lease, or if we deem, in our sole discretion, that you or an occupant or guest has misused the facility in any way or has disturbed the rights or comfort of other people. In the event we revoke your privilege to use a facility, you agree that we have the right to trespass you and your occupant(s) criminally from the facility. You also further agree that (A) We may close or eliminate any facility at any time; (B) that we may bar you or any occupant or guest from entering or using any facility based on your, or their, misuse of same or based upon your default of this Lease, including but not limited to your failure to pay rent or any other debt when due under this Lease; (C) You would not be entitled to any rent reduction or abatement or rescission or damages of any kind whatsoever relating in any way to your inability to access or use any facility.

You also agree that we may remove, or we may request that any law enforcement officer remove or otherwise trespass, any person from the Common Areas where such person cannot or will not establish that they are a resident, occupant or guest.

- 11.6. Amenities.** We reserve the right to set the days and hours of use for all Amenities and to change the character of, or close, any Amenity based upon our needs, and in our sole and absolute discretion, without notice, obligation or recompense of any nature to you.
- 12. PROHIBITED CONDUCT.** You, your occupant(s) or guest(s), or the guest(s) of any occupant(s) may not engage in the following activities:
- criminal conduct of any kind, including, but not limited to: manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others;
 - behaving in a loud or obnoxious manner;
 - disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community;
 - disrupting our business operations;
 - storing anything in closets having gas appliances;
 - tampering with utilities or telecommunications;
 - bringing hazardous materials into the apartment community;
 - using windows for entry or exit;
 - heating the apartment with a gas-operated cooking stove or oven; **or**
 - allowing or inviting any previously trespassed and/or banned guest or visitor into the community.

- 13. PARKING.** We may regulate the manner and place of parking of all cars, trucks, motorcycles, bicycles, scooters, boats, trailers, and recreational vehicles by anyone. Motorcycles, motorized bikes, or scooters, may not be parked inside an apartment or on sidewalks, under stairwells, or in handicapped parking areas. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the apartment community if it:

- has a flat tire or other condition rendering it inoperable;
- is on jacks, blocks or has wheel(s) missing;
- has no current license plate or no current registration and/or inspection sticker;
- takes up more than one parking space;
- belongs to a resident or occupant who has surrendered or abandoned the apartment;
- is parked in a marked handicap space without the legally required handicap insignia;
- is parked in space marked for manager, staff, or guest at the office;
- blocks another vehicle from exiting;
- is parked in a fire lane or designated "no parking" area;
- is parked in a space marked for other resident(s) or apartment(s);
- is parked on the grass, sidewalk, or patio;
- blocks garbage trucks from access to a dumpster; **or**
- belongs to a resident and is parked in a visitor or retail parking space.

- 14. RELEASE OF RESIDENT.** Unless allowed by this Lease Contract, federal or state law, you won't be released from this Lease Contract for any reason.

- 15. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

- 16. RESIDENT SAFETY AND LOSS.** *We are not liable to you, other residents in your apartment or your guests for any damage, injury or loss to person or property caused by persons, including but not limited to theft, burglary, assault, vandalism or other crimes.* You shall immediately notify us of any damage to the premises by fire, flooding, or other casualty not caused by us, including any type of catastrophic damage which renders the premises or a substantial portion of the premises, uninhabitable. We're not liable to you, other residents, guests, or occupants for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities or other occurrences unless such damage injury or loss unless otherwise required by law. Furthermore, where such damage is not caused by us, we shall have no obligation to provide alternative housing for you or to pay relocation expenses associated with vacating the premises. During freezing weather, you must ensure that the temperature in the apartment is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your apartment). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your apartment, you'll be liable for damage to our and other's property. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

You acknowledge that we are not equipped or trained to provide personal security services to you, other residents or your guests. You recognize that we are not required to provide any private security services and that no security devices or measures on the property are fail-safe. You further acknowledge that even if an alarm is provided it is a mechanical device that requires proper operation by you regarding coding and maintaining the alarm. Any charges resulting from the use of an intrusion alarm will be charged to you, including but not limited to any false alarms with police/fire/ambulance response or other required city charges.

We do not warrant security of any kind. You agree that you will not rely upon any security measures taken by us for personal security, and that you will call local law enforcement authorities if any security needs arise, along with 911 or any other applicable emergency number if an emergency occurs.

17. CONDITION OF THE PREMISES AND ALTERATIONS.

17.1. As-Is. You'll be given an Inventory and Condition form on or before move-in. Within seven (7) days of move-in, you must sign and note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

17.2. Standards and Improvements. You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. However, we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. When you move in, we'll supply the initial batteries for any battery-operated smoke detectors and carbon monoxide detectors; after that, you'll be responsible for testing such batteries and replacing the same for the duration of the tenancy and any renewal thereof. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

18. REQUESTS, REPAIRS, AND MALFUNCTIONS.

18.1. Written Requests Required. IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—for example, for repairs, installations, services, or security-related matters—it must be submitted through either the online resident portal, or signed and in writing and delivered to our designated representative (except for fair-housing accommodation or modification requests or situations involving imminent danger or threats to health or safety such as fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or imminently dangerous conditions as specifically defined by law). Our written notes on your oral request do not constitute a written request from you. A request for maintenance or repair for your bedroom may be made by you or another occupant of the bedroom only. A request for maintenance or repair of any joint-use area may be made by you or any resident.

18.2. Notifications and Requirements. You must promptly notify us in writing of water leaks or excessive moisture; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. Unless we instruct otherwise, you are required to keep the apartment cooled or heated according to our policies.

18.3. Utilities. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are rarely emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections.

18.4. Our Right to Terminate for Casualty Loss/Property Closure. We may, in our sole discretion, elect to repair substantial damage to the premises within a reasonable time under the circumstances, and in such an event, your

obligations under the Lease Contract shall continue. Any obligation to pay rent during such period of repair shall be abated so long as the substantial damage was not caused by you, your occupants, guests or visitors. If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent (dating back to the date of the casualty) and all deposits, less lawful deductions. Should you fail to vacate the Premises (by removing all personal property therefrom) within the timeframe provided for herein, you shall be considered a holdover resident and subject to immediate termination with no further notice.

19. ANIMALS.

19.1. No Animals Without Consent. *Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the apartment or apartment Community unless we've so authorized in writing.* If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. The animal addendum includes information governing animals, including assistance or service animals. We will authorize an assistance animal for a disabled person without requiring an animal deposit. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal, we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. You represent that any requests you made are true, accurate and made in good faith. You must not feed stray or wild animals.

19.2. Removal of Unauthorized Animal. We may remove an illegal or unauthorized animal by (1) leaving, in a conspicuous place in the apartment, a written notice of our intent to remove the animal within 24 hours; and (2) following the procedures of Paragraph 20 (When We May Enter). We won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

19.3. Violations of Animal Policies and Charges. If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this, including an initial charge of \$ _____ per animal (not to exceed \$100 per animal) and a daily charge of \$ _____ per animal (not to exceed \$10 per day per animal) from the date the animal was brought into your apartment until it is removed. You shall remove any pet previously permitted under this Lease Contract and the Animal Addendum within _____ hours of written notification from us that the pet, in our sole judgment, creates a nuisance or disturbance or is, in our opinion, undesirable. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animal-violation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules.

20. WHEN WE MAY ENTER. If you or any co-resident, guest or occupant is present, then repairers, servicers, contractors, our representatives or other persons listed in (b) below may peacefully enter the bedroom or apartment at reasonable times for the purposes listed in (b) below. If nobody is in the bedroom or apartment, such persons may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary in emergencies) if:

- (a) written notice of the entry is left in a conspicuous place in the apartment immediately after the entry; **and**
- (b) entry is for: responding to your or any co-resident's request; making repairs or re-placements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-and/or carbon monoxide detector(s) batteries; retrieving unreturned tools, equipment, or appliances; preventing waste of utilities; leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or access control devices; removing or rekeying unauthorized access control devices; stopping excessive noise; cutting off electricity according to statute; retrieving property owned or leased by former residents; inspection to confirm compliance with lease obligations; inspecting when immediate danger to person or property is reasonably suspected; allowing entry by a law officer with search or arrest warrant or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents. Should you fail or refuse to allow us access to the premises pursuant to the terms of this paragraph, you shall be in default of this Lease Contract.

21. NOTICES. Notices and requests from you or any other resident or occupant of the apartment constitute notice from all co-residents. Unless this Lease or the law requires otherwise, any notice required to be provided, sent or delivered in writing by us may be given electronically, subject to our rules. Your notice of Lease Contract termination or intent to move out must be signed by you. A notice from us to you to pay sums owed only by you, or regarding sale of property that belongs only to you or that was in your possession and care, will be addressed to you only. You represent that you have provided your current e-mail address to us, and that you will notify us in the event your e-mail address changes.

22. SUBLETTING, TRANSFER, RELOCATION AND REPLACEMENTS. *Prior written consent required. Replacing a resident, subletting, assignment, or granting a right or license to occupy is allowed only when we expressly consent in writing.*

22.1. Transfers. You must get our prior written approval for any transfer. If transfer is approved, you must:

- (a) be in compliance with all terms of this Lease;

- (b) execute a new Lease or other agreement for the space to which you are transferring;
- (c) complete all required forms;
- (d) pay a new security deposit in advance if required; **and**
- (e) pay transfer fee of \$ _____ in advance if you are moving from one apartment to another or \$ _____ in advance if you are moving from one exclusive space to another in the same apartment.

Under no circumstances will we be responsible for paying your moving costs.

22.2. Relocation. We reserve the right at any time, upon five (5) days prior written notice to you and without your having to pay any transfer fee, to relocate you to another bedroom in the apartment or to another apartment within the apartment community. We will pay for rekeying if we require you to relocate.

22.3. Replacement. If departing or remaining residents find a replacement resident acceptable to us before moving out and we expressly consent, in writing, to the replacement, subletting, assignment, or granting a right or any license to occupy, then:

- (a) a reletting charge *will not be due*;
- (b) a reasonable administrative (paperwork) and/or transfer fee *will be due*, and a rekeying fee *will be due* if rekeying is requested or required; **and**
- (c) the departing and remaining residents *will remain liable for all Lease Contract obligations for the rest of the original Lease Contract term.*

If we approve a replacement resident, then, at our option, that resident must sign a new Lease. Deposits will not transfer, unless we agree otherwise in writing. The departing resident will no longer have a right of occupancy or security deposit refund, but will remain liable for the remainder of the original Lease Contract term unless we agree otherwise in writing—even if a new Lease Contract is signed.

22.4. Rental Prohibited. You agree that you won't rent or offer to rent your bedroom or all or any part of your apartment to anyone else. You agree that you won't accept anything of value from anyone else for the use of any part of your apartment. You agree not to list any part of your apartment on any lodging rental website or with any service that advertises apartments for rent.

Owner's Rights and Remedies

23. RESPONSIBILITIES. We'll act with customary diligence to:

- (a) comply with the applicable building and housing codes;
- (b) make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
- (c) keep all common areas of the premises in safe condition;
- (d) maintain in good and safe working order and promptly repair all facilities and appliances supplied or required to be supplied by us; **and**
- (e) provide operable smoke and/or carbon monoxide detectors and replace or repair the smoke and/or carbon monoxide detectors within fifteen (15) days of receipt of your written notification to us.

24. DEFAULT BY RESIDENT.

24.1. Acts of Default. You'll be in default if you or any guest or occupant violates any terms of this Lease Contract or Addenda including but not limited to the following violations: (A) you don't pay rent or other amounts that you owe when due; (B) you or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs; (C) you abandon the bedroom or apartment; (D) you give incorrect or false answers in a rental application; (E) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (F) any illegal drugs or paraphernalia are found in your apartment; (G) you or any occupant, in bad faith, makes an invalid complaint to an official or employee

of a utility company or the government; or (H) you allow a co-resident who has been evicted to stay in your bedroom or the apartment.

The resident defaults contained in the Lease will be limited to conduct by you or any of your invitees, guests or occupants, or to conduct in which you and any invitee, guest, occupant or resident participated. The remedies for a default committed solely by a resident in the apartment will be limited to those that affect that resident only.

24.2. Lease Renewal When A Breach or Default Has Occurred. In the event that you enter into a subsequent Lease prior to the expiration of this Lease and you breach or otherwise commit a default under this Lease, We may, at our sole and absolute discretion, terminate the subsequent Lease, even if the subsequent Lease term has yet to commence. We may terminate said subsequent Lease by sending you written notice of our desire to terminate said subsequent Lease.

24.3. Eviction. If you default, we may re-enter and re-take possession of the premises and may immediately institute proceedings for summary ejectment as provided by law without notice or demand. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations. **After filing a summary ejectment suit, we may still accept a partial payment of rent or a partial housing subsidy payment; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting a partial payment of rent or a partial housing subsidy payment at any time doesn't waive**

your default of this Lease Contract; our right to damages; past or future rent or other sums; or to file an eviction or to continue with filed eviction proceedings; nor does our exercise of any of our rights in this paragraph violate Chapter 75 of the N.C. General Statutes. If you are evicted, you must leave the apartment and cannot live in another bedroom or anywhere else in the apartment. Pursuant to NCGS 42-73, we may accept a full payment of rent due with full and complete knowledge of any criminal acts that violate this Lease Contract without such acceptance of rent constituting any waiver of your default or our rights to enforce the same.

24.4. Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us all sums due and owing. Upon your default, we have all other legal remedies, including lease termination and summary ejectment under state statute. We may recover from you attorney's fees and all litigation costs to the extent permitted by law. In the event we file a summary ejectment lawsuit against you, we may also recover from you the highest one of the following fees (which shall be in addition to late fees, attorney's fees, and any applicable court costs):

(a) Complaint Filing Fee. If you are in default of this Lease Contract and if we file and serve a summary ejectment complaint or a complaint for money owed against you, and if we elect to dismiss the complaint after you cure the default, you shall owe Us a Complaint Filing Fee equal to \$15.00 or five percent (5%) of the monthly rent, whichever is higher. If the rent is subsidized by a government entity, the Complaint Filing Fee will be \$15.00 or 5% of your share of the monthly rent, whichever is higher.

(b) Court Appearance Fee. In the event that (A) we file, serve, and prosecute successfully a summary ejectment complaint or complaint for money owed against you **and** (B) a judgment is entered against you, you shall owe us—in lieu of the Complaint Filing Fee—a Court Appearance Fee equal to ten percent (10%) of the monthly rent. If the rent is subsidized by a government entity, the Court Appearance Fee will be 10% of your share of the monthly rent.

(c) Second Trial Fee. In the event that (A) you appeal a judgment of a magistrate and (a) we prove that you are in default of the lease at the new trial **and** (C) we obtain a judgment against you at the new trial, you shall owe us—in lieu of the Complaint Filing Fee and Court Appearance Fee—a Second Trial Fee equal to twelve percent (12%) of the monthly rent. If the monthly rent is subsidized by a government entity, the Second Trial Fee will be 12% of your share of monthly rent.

24.5. Mitigation of Damages. If you move out early, you'll be subject to all remedies under North Carolina law. We'll exercise customary diligence to relet and mitigate damages. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

24.6. Default by Other Residents. If there is a default by another resident, it may not be possible to prevent their occupancy of the apartment during legal proceedings.

25. OTHER IMPORTANT PROVISIONS.

25.1. Representatives' Authority; Waivers; Notice.

Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

Any dimensions and sizes provided to you relating to the apartment are only approximations or estimates; actual dimensions and sizes may vary. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of

performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. We may require a guarantor if you do not qualify on your own. If anyone else has guaranteed performance of this Lease, a separate Lease Guaranty for each guarantor must be executed and submitted per our policies, we may, at our option, terminate this Lease. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given (and any fax-transmittal verification). Fax or electronic (digital) signatures are binding. All notices must be signed.

25.2. Entire Agreement. Neither we nor any of our representatives have made any oral promises, representations, or agreements.

25.3. Miscellaneous.

(a) Exercising one remedy won't constitute an election or waiver of other remedies.

(b) Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.

(c) All remedies are cumulative.

(d) No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.

(e) This Lease Contract binds subsequent owners.

(f) This Lease remains in effect if any provision or clause is invalid or if initials are omitted on any page.

(g) All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.

(h) This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option.

(i) All Lease Contract obligations must be performed in the county where the apartment is located.

(j) All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

(k) The term "including" in this Lease should be interpreted to mean "including but not limited to."

(l) Nothing in this Lease constitutes a waiver of our remedies for a breach under your prior lease that occurred before the lease term in Paragraph 3 (Term) begins.

25.4. Rooming House. In no event shall the apartment be deemed a rooming or lodging house and, in the event any state or local agency makes any determination to the contrary, we reserve the right to terminate the Lease upon seven (7) days' notice.

25.5. Force Majeure. If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond our control, then we shall be excused from any further performance of obligations and undertakings hereunder, to the fullest extent allowed under applicable law. Your exposure to or contracting of a virus does not excuse you from fulfilling your Lease obligations.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

End of the Lease

26. MOVE-OUT PROCEDURES. The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges. You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. All residents, guests, and occupants must vacate or surrender the bedroom or apartment before the thirty (30)-day period for deposit refund begins. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

26.1. Cleaning. You must thoroughly clean the apartment, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges if the cleaning was excessive or the damages were beyond normal wear and tear.

26.2. Move-Out Inspection. You should meet with our representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

27. SURRENDER AND ABANDONMENT. You have *surrendered* the bedroom and the apartment when: (A) the move-out date has passed and no one is living in the bedroom in our reasonable judgment; *or* (B) all bedroom and apartment keys and access devices listed herein have been turned in where rent is paid—whichever date occurs first.

You have *abandoned* the bedroom and the apartment when all of the following have occurred: (A) you appear to have moved out in our reasonable judgment; (B) clothes, furniture, and personal belongings have been substantially removed from the bedroom in our reasonable judgment; (C) you've been in default for non-payment of rent for five (5) consecutive days or water, gas, or electric service for the apartment not connected in our name has been terminated; *and* (D) you've not responded for ten (2) days to our notice left on the inside of the main entry door, stating that we consider the apartment abandoned. A bedroom or apartment is also considered "abandoned" ten (10) days after the death of a sole resident.

27.1. The Ending of Your Rights. Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to clean up, make repairs in, and relet the bedroom or apartment, and determine any security deposit deductions. Surrender, abandonment, and judicial eviction affect your rights to property left in the apartment but do not affect our mitigation obligations.

27.2. Eviction or Summary Ejectment and Property Left in the Apartment. In the event you violate any terms or conditions of this Lease Contract or Addenda or fail to perform any promise, duty, or obligation you have agreed to or imposed upon you by law, then we, in addition to all other rights and remedies provided by law, may, at our option and with or without notice to you, either (1) terminate this Lease Contract or (2) terminate your right to possession of the premises without terminating this Lease Contract.

Regardless of whether we terminate this Lease Contract or only terminate your right of possession without terminating this Lease Contract, we shall be immediately entitled to possession of the premises and you shall peacefully surrender possession of the premises to us immediately upon our demand. In the event that you fail to surrender possession, we shall re-enter and re-take possession through a summary ejectment proceeding or expedited eviction proceeding as provided by North Carolina law. In the event that we terminate this Lease Contract, all of our duties under this agreement shall terminate and we shall be entitled to collect from you all accrued and unpaid rents, and damages arising under this Lease Contract.

If we bring a suit against you for summary ejectment, the County sheriff may remove your personal property from the apartment within seven (7) days from the time the sheriff executes the Writ of Possession. You must retake possession of your property if it is removed by the sheriff. If you do not do so, the sheriff may arrange for the storage of your property, and you will be liable for the costs of the proceedings and the storage of your property.

If the sheriff does not store your personal property removed from the apartment, we may take possession of it and move it for storage purposes. In the event of an execution of a Writ of Possession against you, you agree that this sentence hereby constitutes our offer to release your personal property to you during our regular business hours for the seven (7) calendar-day period following the execution of a Writ of Possession. Seven (7) days after being placed in lawful possession of your personal property by execution of the Writ of Possession, we may throw away, dispose of, or sell your property. If you request that we release your property to you during the seven (7) day period, we must do so during our regular business hours. If we elect to sell your property, we must give you at least seven (7) days notice prior to the sale, and we must release your property to you if you so request before the sale. If you do not request the release of your property within seven (7) days, all costs of summary ejectment, execution and storage proceedings shall be charged to you as court costs and shall constitute a lien against the stored property. In the event we terminate your right of possession without terminating this Lease Contract, you shall remain liable for the full performance of all the covenants, and we shall use reasonable efforts to re-rent the premises on your behalf and you shall remain liable for any resulting costs, deficiencies or damages. Any such rentals reserved from re-renting shall be applied first to the cost of re-renting the premises and then to the rentals due under this Lease Contract. Re-entry shall not bar the right or recovery of rent or damages for breach of covenants, nor shall the partial receipt of rent after conditions broken be deemed a waiver of forfeiture, as provided by N.C.G.S. In order to entitle us to re-rent and/or terminate this Lease Contract for default, it shall not be deemed necessary to give notice of rent being due and unpaid or of other conditions broken or to make demands for rent, the execution of this Lease signed by you and us being sufficient notice of all terms of this Lease Contract including of the rent being due and demand for the same. We shall have all rights granted pursuant to N.C.G.S. §42-25.9 and §42-25.6.

27.3. Abandoned Property. If you abandon personal property with a value of \$750 or less from apartment or fail to remove such property at the time of execution of a Writ of Possession, we may, as an alternative to the procedures described above, deliver the property to a non-profit organization regularly providing free or inexpensive clothing or household furnishings to people in need, provided that such organization agrees to store the property separately for a thirty (30)-day period, and to release it to you without charge during this thirty (30)-day period. We will deem personal property to be abandoned if we find evidence clearly showing the apartment has been voluntarily vacated after the rental period has expired and we have no notice of a disability that caused the vacancy.

Fast Facts: 2021 Debt Collection COVID-19 Interim Final Rule

Interim Final Rule: The Bureau's Interim Final Rule (IFR) amends Regulation F to require that debt collectors provide written notice to certain consumers about temporary eviction protections under the Centers for Disease Control and Prevention (CDC)'s eviction moratorium and prohibit a debt collector from misrepresenting that a consumer is ineligible for eviction protection under the moratorium.

Effective date: May 3, 2021

Comments due: 15 days after the date of publication in the Federal Register. Detailed information on how to submit comments can be found in the IFR.

Available at: <https://www.consumerfinance.gov/rules-policy/final-rules/debt-collection-practices-global-covid-19-pandemic-regulation-f/>

About this document: The Bureau has issued an IFR to amend Regulation F at 12 CFR 1006. This document generally provides a high-level overview of the topics covered in the IFR. Note that the Bureau's 2020 Debt Collection Rules will not yet be in effect by the IFR's effective date and accordingly, the IFR revises Regulation F as it currently exists.

This is a Compliance Aid issued by the Consumer Financial Protection Bureau. The Bureau published a Policy Statement on Compliance Aids, available at <https://www.consumerfinance.gov/policy-compliance/rulemaking/final-rules/policy-statement-compliance-aids/>, that explains the Bureau's approach to Compliance Aids.

Coverage

Entity or article	Description in IFR	Location in Regulation F and FDCPA
	The IFR applies to debt collectors as defined in the Fair Debt Collection Practices Act (FDCPA).	
Debt Collectors	The term debt collector is generally defined in the FDCPA as any person who uses any instrumentality of interstate commerce or mail in any business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due, or asserted to be owed or due, to another.	1006.9(a) FDCPA section 803(6)
Consumer	The IFR applies to consumers as defined in the FDCPA. A consumer is defined in the FDCPA as any natural person obligated or allegedly obligated to pay any debt.	1006.9(b)(1) FDCPA section 803(3)
Debt	The IFR applies to debt as defined in the FDCPA. Debt is defined in the FDCPA as any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services that are the subject of the transaction are primarily for personal, family, or household purposes, whether or not the obligation has been reduced to judgment.	1006.9(b)(1) FDCPA section 803(5)
CDC Order	The IFR added a definition of CDC Order to Regulation F. As defined, the CDC Order means the order issued by the Centers for Disease Control and Prevention titled Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19 (86 FR 16731 (Mar. 31, 2021)). ¹ The CDC Order generally prohibits a landlord, owner of a residential property, or other person with a legal right to pursue	1006.9(b)(2)

¹The CDC Order will remain in effect until June 30, 2021, unless extended, modified, or rescinded. In the event the CDC further extends the CDC Order, the Bureau expects the IFR will continue to be in effect until the expiration of any such extension.

eviction (including an agent or attorney acting on behalf of a landlord or owner) from evicting any covered person from any residential property for non-payment of rent in any jurisdiction in which the Order applies during the effective period of the Order.

The IFR added a definition of eviction notice to Regulation F.

Eviction Notice	The term eviction notice is defined as the earliest written notice that the laws of any State, locality, territory, or tribal area require to be provided to a consumer before an eviction action against the consumer may be filed.	1006.9(b)(3)
-----------------	--	--------------

Conduct

Topic	Required, prohibited, or optional conduct	Location in Regulation F
Prohibition against misrepresentations about the CDC Order	<p>A debt collector must not falsely represent or imply to a consumer that the consumer is ineligible for temporary protection from eviction under the CDC Order.</p> <p>This requirement is applicable:</p> <ul style="list-style-type: none"> ▪ During the effective period of the CDC Order; ▪ In any jurisdiction in which the CDC Order applies; and ▪ In connection with the collection of a debt. 	1006.9(c)(2)
Requirement to disclose the CDC Order	<p>Before filing an eviction action for non-payment of rent against a consumer, if the CDC Order might reasonably apply to that consumer, a debt collector must disclose that the consumer may be eligible for temporary protection from eviction under the CDC Order.</p> <p>The disclosure must be clear and conspicuous and in writing. A debt collector must provide the disclosure on the date the debt collector provides the consumer with an eviction notice or, if no eviction notice is required by law, on the date that the eviction action is filed.</p> <p>This requirement is applicable:</p> <ul style="list-style-type: none"> ▪ During the effective period of the CDC Order; ▪ In any jurisdiction in which the CDC Order applies; and ▪ In connection with the collection of a debt. 	1006.9(c)(1)

<p>Option to provide the CDC Order disclosure at the same time as the eviction notice</p>	<p>A debt collector may satisfy the requirement to provide the disclosure on the same date as the eviction notice or eviction action by providing the disclosure at the same time that the debt collector provides the consumer with any eviction notice or serves the consumer with any eviction action. For example, a debt collector may provide the disclosure in the same mailing as the eviction action and does not need to provide the disclosure separately on the same date.</p>	<p>Comment 1006.9(c)(1)-3</p>
<p>Option to include the CDC Order disclosure in all consumer eviction notices</p>	<p>A debt collector may provide the disclosure to a consumer even if the consumer might not be covered by the CDC Order. Therefore, a debt collector may provide the disclosure to every consumer in every eviction action for non-payment of rent.</p>	<p>Comment 1006.9(c)(1)-2</p>
<p>Option to provide the CDC Order disclosure more than once</p>	<p>A debt collector may provide the disclosure more than once to a consumer, such as in each subsequent communication with the consumer.</p>	<p>Comment 1006.9(c)(1)-4</p>

Sample Disclosure Language

Sample Disclosure Language	Location in Regulation F
<p>The following is sample language a debt collector may use, but is not required to use, to comply with the IFR's disclosure requirement:</p> <p>"Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under Federal law. Learn the steps you should take now: visit www.cfpb.gov/eviction or call a housing counselor at 800-569-4287."</p>	<p>Comment 1006.9(c)(1)-5.i</p>
<p>The following is another option for sample language a debt collector may use, but is not required to use, to comply with the IFR's disclosure requirement:</p> <p>"Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law. Learn the steps you should take now: visit www.cfpb.gov/eviction or call a housing counselor at 800-569-4287."</p>	<p>Comment 1006.9(c)(1)-5.ii</p>

Additional resources

Find more implementation information and sign up for updates about debt collection rule implementation at <https://www.consumerfinance.gov/compliance/compliance-resources/other-applicable-requirements/debt-collection/>.

SAMPLE
NOT A VALID FORM



Protect Your Family From Lead in Your Home



Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have lead-based paint? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



March 2021

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

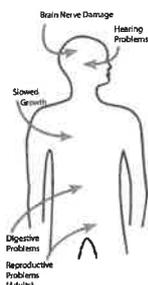
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

3

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

4

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally owned housing, and childcare facilities built before 1978, have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

5

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorated lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

6

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A **combination inspection and risk assessment** tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again after washing.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- 100 µg/ft² for interior windows sills
- 400 µg/ft² for window troughs

Abatement is designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- **Food and liquids** cooked or stored in **lead crystal or lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

**U. S. Environmental Protection Agency (EPA)
Regional Offices**

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

- Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341
- Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 905-6809
- Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088
- Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
ATC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998
- Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5
70 West Jackson Boulevard
Chicago, IL 60601-3666
(312) 353-3800
- Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704
- Region 7** (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 225-0425
- Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966
- Region 9** (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94111
(415) 947-4280
- Region 10** (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10 (20-04)
Air and Toxics Enforcement Section
1200 North Avenue, Suite 155
Seattle, WA 98101
(206) 553-3700

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.



IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgement (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent's Acknowledgement (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Apartment Name & unit number OR street address of dwelling City

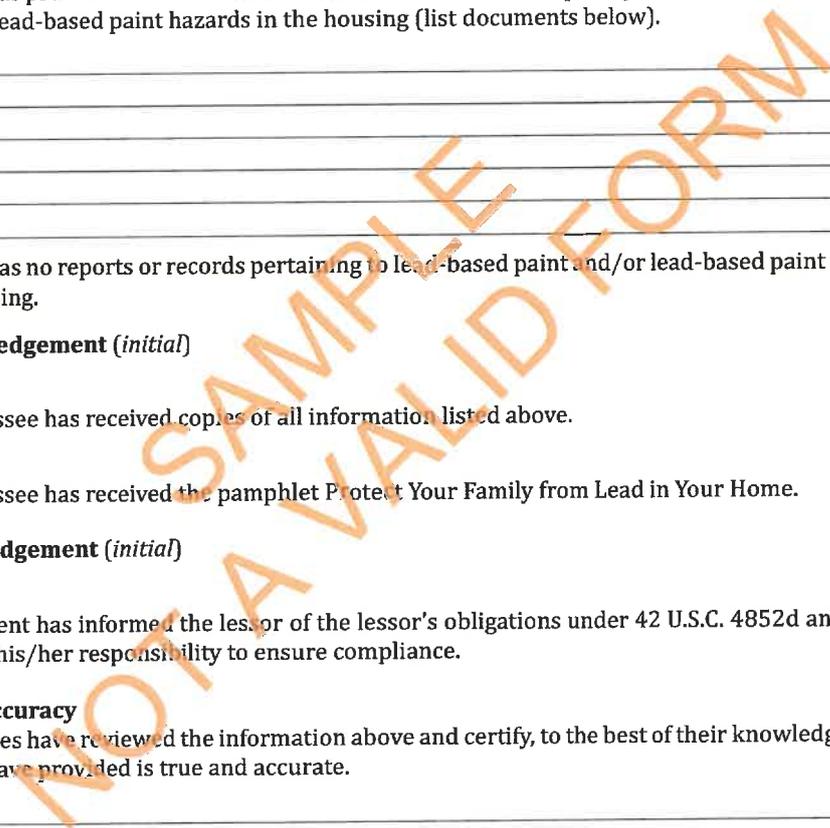
Lessee (Resident) Date Lessee (Resident) Date

Lessee (Resident) Date Lessee (Resident) Date

Lessee (Resident) Date Lessee (Resident) Date

Lessor (Owner) Agent

Date Date



ADDITIONAL SPECIAL PROVISIONS



DWELLING DWELLING UNIT DESCRIPTION. Unit No. _____ (street address) in _____ (city), North Carolina, _____ (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: _____

Owner's Name: _____

Residents (list all residents): _____

NOT A VALID FORM

Resident(s)
(All residents must sign)

Date of Signing Addendum

Owner or Owner's Representative

Date of Signing Addendum



**LEASE CONTRACT ADDENDUM FOR UNITS
PARTICIPATING IN GOVERNMENT REGULATED
AFFORDABLE HOUSING PROGRAMS**



1. DWELLING UNIT DESCRIPTION.

Unit No. _____
 _____ (street address) in
 _____ (city), North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
 Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ELIGIBILITY FOR PARTICIPATION IN AFFORDABLE HOUSING PROGRAM.

Resident acknowledges and agrees that he or she has applied for and intends to live in a dwelling that is subject to the laws and regulations pertaining to the Low Income Housing Tax Credit (LIHTC), HOME Program, Section 8 Housing Choice Voucher, Rural Development, Affordable Workforce Housing, Tax-Exempt Bond financing, or other state or federal affordable housing programs. The eligibility, qualifications, and participation requirements of each program vary significantly. Resident's eligibility and occupancy in such housing is dependent upon strict compliance with the specific income eligibility and other requirements of each program.

4. ACCURACY OF INFORMATION REQUIRED.

Resident understands and agrees that any false, fraudulent, inaccurate, concealed, omitted, or misleading information provided during either the initial certification process or during the annual renewal or recertification process is a material violation of the lease and conditions of occupancy and participation in the applicable affordable housing program. A material violation of the terms of this addendum, the Tenant Income Certification forms, the rental application, any of the verification documentation required for qualifying for eligibility, the lease, the community rules, or any other applicable addendum is a ground for immediate termination of resident's lease, right of occupancy, or participation in the affordable housing program at this dwelling community. All applicants, providers of income and other information, residents, and household occupants must fully, accurately, and truthfully disclose the names and ages of all household members, student status, combined total household income, and all combined household assets. Resident understands and agrees that if the combined family household income exceeds the income limit restrictions imposed under the applicable affordable housing program that the application must be denied, that the lease or right of occupancy must be terminated, that the resident must relocate to another dwelling which may be subject to increased market rate or non-LIHTC rent, or that the resident must cooperate in correcting mistakes or signing any requested documentation

that management deems reasonable or necessary for continued compliance with the laws and regulations applicable to the particular affordable housing program. Resident acknowledges and agrees that the rental application and any information supplied to the owner or any representations, omissions, or concealment of information made to induce owner to lease a dwelling for occupancy under an LIHTC or affordable housing program are incorporated herein as a substantial and material part of this addendum and the Lease Contract.

5. FUTURE REQUEST FOR INFORMATION.

By signing this addendum, you agree that the annual income and other eligibility requirements for participation in this government regulated affordable housing program are substantial and material obligations under the Lease Contract. Within seven (7) days after our request, you agree to comply with our request for information regarding annual income and eligibility, including, but not limited to, requests by the owner of the dwelling community or applicable state housing agency or federal governing authority, even if you have previously supplied such information recently or within the last twelve months. Such requests for information or additional verifying, reverification, and compliance information may be made by owner or owner's management representatives at any time during the Lease Contract term or renewal period.

6. INACCURATE INFORMATION AS GROUNDS FOR EVICTION.

If you refuse to answer or if you do not provide accurate information in response to requests for additional information, it will be considered a substantial and material violation of the Lease Contract, and you can be evicted for material non-compliance. Your failure to comply with any such request for information may result in termination of the lease, your right of occupancy, or your eligibility to participate in the affordable housing program without the requirement or necessity of any further request or warning of the consequences for your refusal to cooperate in providing the requested information and providing it accurately.

7. NO LIEN FOR UNPAID SUMS UNLESS AUTHORIZED BY LAW.

Unless otherwise expressly provided by law, we will not have a lien on your property. To the extent that applicable state law authorizes a lien, such lien will be allowed.

8. STUDENT STATUS.

By signing this addendum, you agree that you have fully, truthfully and accurately disclosed whether you or any occupant of the household is a student and that your eligibility for occupancy of the dwelling is dependent on whether or not you and all occupants of the household are students during all or part of the year. You also agree to notify the owner, in writing, if there are any changes in the occupants residing in the household or if there are any kind of changes in the student status of any resident or occupant of the household occupying the dwelling, including, but not limited to, replacement residents; starting or stopping school or college; increase to full-time status; or reduction to part-time status. This provision is applicable to any household occupant's educational level in either high school, college, or other post-secondary school educational training. The failure to disclose a change of educational status is a substantial and material violation of this addendum and the lease, and you may be evicted or relocated for material breach of the Lease Contract or this addendum. Your failure to disclose any such change in student status may result in termination of the lease, your right of occupancy, or your eligibility to participate in the affordable housing program without the requirement or necessity of any further request or warning of the consequences for your refusal to cooperate in providing the requested educational information and providing it accurately. Resident agrees that if notified of ineligibility for continued participation in the affordable housing program that resident will relocate, if requested, to another dwelling in the same or a different building, and that owner may increase the rent to market rate rent.

9. NO LEASE TERM SHORTER THAN SIX MONTHS.

Resident acknowledges and agrees that the minimum original lease term for occupancy under an LIHTC program or this addendum is a minimum of six (6) months. Notwithstanding anything to the contrary which is contained in the Lease Contract or any other addendum to the Lease Contract which allows or affords the resident the option of an early lease termination, such other provisions, if any, are hereby superseded by this addendum and shall amend such provision so that the resident shall not have the right to terminate the lease prior to the expiration of six (6) months from the starting date of the lease term stated in the Lease Contract. If required by the early termination provision, Resident may give an early termination notice to owner prior to the expiration of six months from the start of the lease term; however, the actual effective termination date of the lease must occur after the end of the sixth month of the lease. The dwelling shall not be used for transient purposes, and resident must occupy the leased premises for the first six months of the lease.

10. SECTION 8 OR HOUSING CHOICE VOUCHER PROGRAM.

Resident acknowledges and agrees that even though he or she may be a participant in the Section 8 federal housing program or the holder of a voucher or certificate of eligibility in that federal program that participation in that program does not automatically qualify him or her for occupancy of a LIHTC or other affordable housing program. The maximum eligible income limits for LIHTC may be lower than those of the Section 8 Housing Choice Voucher Program and may result in disqualification for housing at this dwelling community, depending on the nature of the applicable affordable housing program. Any such Section 8 Housing Choice Voucher Resident acknowledges and agrees that his or her occupancy must be approved by the Public Housing Authority under a Housing Assistance Program agreement and that other terms and conditions applicable to the Section 8 Housing Choice Voucher Program may be different from or in addition to those under the applicable affordable housing program for this dwelling community.

Owner shall have the right to terminate the lease or right of occupancy of any Section 8 Housing Choice Voucher resident for serious or repeated violation of material terms of the lease or any material non-compliance or other good cause as provided the U.S. Department of Housing and Urban Development (HUD) in its Public Housing Occupancy Guidebook and pursuant to 24 CFR 966.4. A serious or material violation or breach of the Lease Contract and this addendum includes, but is not limited to, failure to make rent payments due under the lease; failure to fulfill household obligations as described in 24 CFR 966.4(f); conviction of drug-related activity for manufacture or production of illegal drugs; violation of the applicable standard of alcohol abuse; and other criminal activity. The following are also serious and material violations under a Section 8 Housing Choice Voucher lease: drug-related activity engaged-in either on or off the premises by a resident, member of the resident's household, or other person under the resident's control; resident's or a member of resident's household's illegal use of a drug or a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents; alcohol abuse or a pattern of alcohol abuse that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; furnishing false or misleading information concerning illegal drug use, alcohol abuse or rehabilitation of illegal drug or alcohol abusers; unlawful flight to avoid prosecution, custody, or confinement after conviction for a felony (or where applicable a high misdemeanor) or violation of a condition of probation or parole imposed under federal or state law; or engagement in criminal activity regardless of whether the resident or household member was arrested or convicted for such activity and without having to satisfy the standard of proof for a criminal conviction.

11. COOPERATION WITH MANAGEMENT TO TAKE CORRECTIVE ACTION.

Resident agrees to cooperate with owner in taking any corrective action management or the owner deems necessary or desirable with respect to any

mistake or act that may result in loss of tax credits or other violations of applicable federal or state law or applicable rules, regulations, interpretive guidance, or compliance directives from any state or federal housing agency with administrative or oversight or jurisdiction to administer affordable housing programs. Such required corrective action includes, but is not limited to, re-locating to another dwelling, loss of eligibility for LIHTC limited rent to a market rate rent, signing or re-signing documents, or producing documentation to establish or supplement household income, size, or student status. Resident agrees that upon discovering any overpayment of rent, utility allowance, or other charges, owner shall have the right to either rebate or apply a credit to future rent for such overpayments as an appropriate corrective action.

12. RECERTIFICATION. Resident acknowledges that the LIHTC Program and other affordable housing programs require an annual recertification of eligibility. Resident must cooperate with owner in completing the recertification process. When requested, resident shall attend an interview with management to determine continued Program eligibility, provide sources and documentation to verify all income, assets, and other eligibility information, and sign a new Tenant Income Certification form. It is the resident's responsibility to provide all necessary information so that management may perform this task. Continued occupancy is conditioned upon continued eligibility under the federal LIHTC Program and other affordable housing requirements. The resident's next annual recertification must be completed by the date specified in owner's notice. Management will contact the resident prior to recertification date in order to begin processing the necessary paperwork. The resident must fully cooperate and provide all necessary information to expedite this process. Failure to comply with recertification requirements is a substantial and material breach of the terms of this Lease Contract and may result in non-renewal or termination of the resident's lease or right of occupancy or the resident's eviction from the unit.

13. CHANGES IN RESIDENT'S RENT BASED ON UTILITY ALLOWANCE. Resident agrees that the Rent is based on the maximum gross rent calculated in accordance with IRS regulations, less the applicable utility allowance. The utility allowance for the unit may change during the lease term. If the utility allowance decreases during the lease term, Owner may, at its sole discretion, increase the rent by the amount of the utility allowance decrease. Any such rent increase will be made in accordance with all applicable state and local laws. Owner will notify resident in writing at least 30 days in advance of any such increase.

14. INCREASE IN HOUSEHOLD INCOME. A household will be considered "over income" for rent determination purposes if the combined household income exceeds the applicable income limit as governed by the Affordable Program that governs the tenancy. If the household's income increases above the applicable income limit, owner may proceed with any and all permissible action(s) provided in the regulatory agreement governing the Affordable Program, which may include, but not be limited to, increasing the household's rent to the applicable market rate and/or terminating the tenancy (if applicable). If applicable, owner shall also have the right to relocate the affordable resident to a non-affordable dwelling or otherwise designate the current dwelling a market rate unit.

15. CHANGES IN RESIDENT'S RENT BASED ON HUD AREA MEDIAN GROSS INCOME. Resident agrees that the Rent is based on the area median gross income (AMGI) published by the federal Department of Housing and Urban Development for this geographic area. If the AMGI increases during the lease term, owner may, at its sole discretion, increase the rent to the maximum allowable amount based on the new AMGI. Any such rent increase will be made in accordance with all applicable state and local laws. Owner will notify resident in writing at least 30 days in advance of any such increase.

ANIMAL ADDENDUM
Becomes part of Lease Contract



Please note: We consider animals a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your animal, you'll be held liable if it causes any damage or disturbs other residents.

In this document, the terms "you" and "your" refer to all residents listed below and all occupants or guests; and the terms "we," "us," and "our" refer to the owner named in the Lease Contract (not to the property manager or anyone else).

1. DWELLING UNIT DESCRIPTION.

Unit No. _____

(street address) in _____
(city), North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

The term of this Addendum is as follows:
Begins on _____ and
ends on _____.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. A. NO APPROVED ANIMALS. If this box is checked, you are not allowed to have animals (including mammals, reptiles, birds, fish, rodents, and insects), even temporarily, anywhere in the apartment or apartment community unless we've authorized so in writing, your guests, and occupants pursuant to the parameters and guidelines established by the Fair Housing Act, HUD regulatory guidelines, and any applicable state and/or local laws.

B. CONDITIONAL AUTHORIZATION FOR ANIMAL. If this box is checked, you may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

4. ANIMAL DEPOSIT. An animal deposit of \$ _____ will be charged. We [check one] will consider, or will not consider this additional security deposit the general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract [check one] does, or does not include this additional deposit amount. Refund of the animal deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ _____. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract [check one] includes does not include this additional animal rent.

6. ADDITIONAL FEE. You must also pay a one-time, nonrefundable fee of \$ _____ for having the animal in the dwelling unit. It is our policy to not charge a deposit for support animals.

7. LIABILITY NOT LIMITED. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

8. DESCRIPTION OF ANIMAL(S). You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or occupants may bring any other animal(s)-mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect into the dwelling or apartment community.

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

Animal's name: _____
Type: _____
Breed: _____
Color: _____
Weight: _____ Age: _____
City of license: _____
License no.: _____
Date of last rabies shot: _____
Housebroken? _____
Animal owner's name: _____

17. JOINT AND SEVERAL RESPONSIBILITY. Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

18. GENERAL. You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 9 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

This is a binding legal document. Read it carefully before signing.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

SAMPLE
NOT A VALID FORM



BED BUG ADDENDUM



Date: _____
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. DWELLING UNIT DESCRIPTION.

Unit No. _____

(street address) in _____
(city), North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE. This Addendum modifies the Lease Contract and addresses situations related to bed bugs (Cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;
- OR
- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. NOTIFICATION. You must promptly notify us:

- if you know or suspect bed bug infestation or presence in the dwelling or in any of your clothing, furniture or personal property;
- if you have any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling;
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

7. COOPERATION. If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs.

You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract.

8. RESPONSIBILITIES. You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs.

If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.



8. DAMAGE TO PROPERTY. Resident agrees to immediately report any and all damage done to the Clubhouse/Licensed Space, and its contents, to the Owner. Resident is responsible for any and all damages to Clubhouse/Licensed Space caused by Resident, and/or guest(s). Resident is liable for the costs of any repairs needed as a result of damage caused by Resident and/or guest(s). Resident shall indemnify owner against all claims of liability for personal injury or property damage that arise as a result of Resident's license of the Clubhouse/Licensed Space on the property, with the exception of any claims that may be the result of Owner's own negligent or intentional acts.

9. RELEASE FROM LIABILITY. To the greatest extent allowed by law, (a) Resident agrees to waive, defend, hold harmless and indemnify Owner and Owner's agents from and against any claim(s), liabilities, or actions of any nature, you or any of your guests, may ever have against Owner related to the use of the Clubhouse/Licensed Space under the Agreement, including attorney fees and costs, including those attorney fees and costs incurred upon any appeal; (b) Resident agrees to assume all risks associated with the use and enjoyment of the Clubhouse/Licensed Space; (c) Owner assumes no responsibility for any damage to or loss of property by the Resident and/or guest(s), or person(s) who trespass on the Clubhouse/Licensed Space during the Resident's use of the Clubhouse/Licensed Space.

10. NO RESIDENTIAL TENANCY. This Agreement shall not be deemed in any manner so as to create any residential landlord/tenant relationship by and between the parties hereto and shall be deemed separate and independent from the parties' residential lease contract. This Agreement shall not constitute an amendment to the parties preexisting residential lease contract.

11. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(signs below)

Date of Signing Agreement

NOT A VALID FORM



**COMMUNITY POLICIES, RULES AND REGULATIONS
ADDENDUM**



This addendum is incorporated into the Lease Contract (the "Lease") identified below and is in addition to all the terms and conditions contained in the Lease. If any terms of this Addendum conflict with the Lease, the terms of this Addendum shall be controlling:

Property Owner: _____

Resident(s): _____

Unit No./Address: _____

Lease Date: _____

I. GENERAL CONDITIONS FOR USE OF DWELLING PROPERTY AND RECREATIONAL FACILITIES.

Resident(s) permission for use of all common areas, Resident amenities, and recreational facilities (together, "Amenities") located at the Dwelling Community is a privilege and license granted by Owner, and not a contractual right except as otherwise provided for in the Lease. Such permission is expressly conditioned upon Resident's adherence to the terms of the Lease, this Addendum, and the Community rules and regulations ("Rules") in effect at any given time, and such permission may be revoked by Owner at any time for any lawful reason. In all cases, the most strict terms of either the Lease, this Addendum, or the Community Rules shall control. Owner reserves the right to set the days and hours of use for all Amenities and to change the character of or close any Amenity based upon the needs of Owner and in Owner's sole and absolute discretion, without notice, obligation or recompense of any nature to Resident. Owner and management may make changes to the Rules for use of any Amenity at any time.

Additionally, Resident(s) expressly agrees to assume all risks of every type, including but not limited to risks of personal injury or property damage, of whatever nature or severity related to Resident's use of the amenities at the Community. Resident(s) agrees to hold Owner harmless and release and waive any and all claims, allegations, actions, damages, losses, or liabilities of every type, whether or not foreseeable, that Resident(s) may have against Owner and that are in any way related to or arise from such use. This provision shall be enforceable to the fullest extent of the law.

THE TERMS OF THIS ADDENDUM SHALL ALSO APPLY TO RESIDENT(S) OCCUPANTS, AGENTS AND INVITEES, TOGETHER WITH THE HEIRS, ASSIGNS, ESTATES AND LEGAL REPRESENTATIVES OF THEM ALL, AND RESIDENT(S) SHALL BE SOLELY RESPONSIBLE FOR THE COMPLIANCE OF SUCH PERSONS WITH THE LEASE, THIS ADDENDUM, AND COMMUNITY RULES AND REGULATIONS, AND RESIDENT(S) INTEND TO AND SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ALL CLAIMS OF SUCH PERSONS AS DESCRIBED IN THE PRECEDING PARAGRAPH. The term "Owner" shall include the Management, officers, partners, employees, agents, assigns, Owners, subsidiaries and affiliates of Owner.

II. POOL. This Community DOES; DOES NOT have a pool. When using the pool, Resident(s) agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the pool area and Management policies.
- All Swimmers swim at their own risk. Owner is not responsible for accidents or injuries.
- For their safety, Residents should not swim alone.
- Pool hours are posted at the pool.
- No glass, pets, or alcoholic beverages are permitted in the pool area. Use paper or plastic containers only.
- Proper swimming attire is required at all times and a swimsuit "cover up" should be worn to and from the pool.
- No running or rough activities are allowed in the pool area. Respect others by minimizing noise, covering pool furniture with a towel when using suntan oils, leaving pool furniture in pool areas, disposing of trash, and keeping pool gates closed.
- Resident(s) must accompany their guests.
- Resident(s) must notify Owner any time there is a problem or safety hazard at the pool.

III. FITNESS CENTER. This Community DOES; DOES NOT have a fitness center. When using the fitness center, Resident agrees to the following:

- Residents and guests will adhere to the rules and regulations posted in the fitness center and Management policies.
- The Fitness Center is not supervised. Resident(s) are solely responsible for their own appropriate use of equipment.
- Resident(s) shall carefully inspect each piece of equipment prior to Resident's use and shall refrain from using any equipment that may be functioning improperly or that may be damaged or dangerous.
- Resident(s) shall immediately report to Management any equipment that is not functioning properly, is damaged or appears dangerous, as well as any other person's use that appears to be dangerous or in violation of Management Rules and Policies.
- Resident(s) shall consult a physician before using any equipment in the Fitness Center and before participating in any aerobics or exercise class, and will refrain from such use or participation unless approved by Resident's physician.
- Resident(s) will keep Fitness Center locked at all times during Resident's visit to the Fitness Center.
- Resident(s) will not admit any person to the Fitness Center who has not registered with the Management Office.
- Resident(s) must accompany guests, and no glass, smoking, eating, alcoholic beverages, pets, or black sole shoes are permitted in the Fitness Center.

Card # issued: (1) _____ (3) _____ (5) _____
 (2) _____ (4) _____ (6) _____

IV. PACKAGE RELEASE. This Community DOES; DOES NOT accept packages on behalf of Residents.

For communities that do accept packages on behalf of its Residents:

Resident(s) gives Owner permission to sign and accept any parcels or letters sent to Resident(s) through UPS, Federal Express, Airborne, United States Postal Service or the like. Resident agrees that Owner does not accept responsibility or liability for any lost, damaged, or unordered deliveries, and agrees to hold Owner harmless for the same.

- V. **BUSINESS CENTER.** This Community DOES; DOES NOT have a business center. Resident(s) agrees to use the business center at Resident(s) sole risk and according to the Rules and Regulations posted in the business center and Management policies. Owner is not responsible for data, files, programs or any other information lost or damaged on Business Center computers or in the Business Center for any reason. No software may be loaded on Business Center computers without the written approval of Community Management. No inappropriate, offensive, or pornographic images or files (in the sole judgment of Owner) will be viewed or loaded onto the Business Center computers at any time. Residents will limit time on computers to _____ minutes if others are waiting to use them. Smoking, eating, alcoholic beverages, pets, and any disturbing behavior are prohibited in the business center.
- VI. **AUTOMOBILES/BOATS/RECREATIONAL VEHICLES.** The following policies are in addition to those in the Lease, and may be modified by the additional rules in effect at the Community at any given time:
- Only _____ vehicle per licensed Resident is allowed.
 - All vehicles must be registered at the Management office.
 - Any vehicle(s) not registered, considered abandoned, or violating the Lease, this Addendum, or the Community Rules, in the sole judgment of Management, will be towed at the vehicle owner's expense after a _____ hour notice is placed on the vehicle.
 - Notwithstanding this, any vehicle illegally parked in a fire lane, designated no parking space or handicapped space, or blocking an entrance, exit, driveway, dumpster, or parked illegally in a designated parking space, will immediately be towed, without notice, at the vehicle owner's expense.
 - The washing of vehicles is not permitted on the property unless specifically allowed in designated area.
 - Any on property repairs and/or maintenance of any vehicle must be with the prior written permission of the Management.
 - Recreational vehicles, boats or trailers may only be parked on the property with Management's permission (in Management's sole discretion), and must be registered with the Management Office and parked in the area(s) designated by Management.
- VII. **FIRE HAZARDS.** In order to minimize fire hazards and comply with city ordinances, Resident shall comply with the following:
- Residents and guests will adhere to the Community rules and regulations and other Management policies concerning fire hazards, which may be revised from time to time.
 - No person shall knowingly maintain a fire hazard.
 - **Grills, Barbeques, and any other outdoor cooking or open flame devices will be used only on the ground level and will be placed a minimum of _____ feet from any building.** Such devices will not be used close to combustible materials, tall grass or weeds, on exterior walls or on roofs, indoors, on balconies or patios, or in other locations which may cause fires.
 - **Fireplaces:** Only firewood is permitted in the fireplace. No artificial substances such as Du@flame@ logs are permitted. Ashes must be disposed of in metal containers, after ensuring the ashes are cold.
 - Flammable or combustible liquids and fuels shall not be used or stored (including stock for sale) in dwellings, near exits, stairways breezeways, or areas normally used for the ingress and egress of people. This includes motorcycles and any apparatus or engine using flammable or combustible liquid as fuel.
 - No person shall block or obstruct any exit, aisle, passageway, hallway or stairway leading to or from any structure.
 - Resident(s) are solely responsible for fines or penalties caused by their actions in violation of local fire protection codes.
- VIII. **EXTERMINATING.** Unless prohibited by statute or otherwise stated in the Lease, Owner may conduct extermination operations in Residents' dwelling several times a year and as needed to prevent insect infestation. Owner will notify Residents in advance of extermination in Residents' dwelling, and give Resident instructions for the preparation of the Dwelling and safe contact with insecticides. Residents will be responsible to prepare the Dwelling for extermination in accordance with Owner's instructions. If Residents are unprepared for a scheduled treatment date Owner will prepare Residents' dwelling and charge Residents accordingly. Residents must request extermination treatments in addition to those regularly provided by Owner in writing. **Residents agree to perform the tasks required by Owner on the day of interior extermination to ensure the safety and effectiveness of the extermination. These tasks will include, but are not limited to, the following:**
- Clean in all cabinets, drawers and closets in kitchen and pantry.
 - If roaches have been seen in closets, remove contents from shelves and floor.
 - Remove infants and young children from the dwelling.
 - Remove pets or place them in bedrooms, and notify Owner of such placement.
 - Remove chain locks or other types of obstruction on day of service.
 - Cover fish tanks and turn off their air pumps.
 - Do not wipe out cabinets after treatment.
- In the case of suspected or confirmed bed bug infestation, resident will agree to the following:
- Resident will wash all clothing, bed sheets, draperies, towels, etc. in extremely hot water.
 - Resident will thoroughly clean, off premises, all luggage, handbags, shoes and clothes hanging containers.
 - Resident will cooperate with Owner's cleaning efforts for all mattresses and seat cushions or other upholstered furniture, and will dispose of same if requested.
- RESIDENTS ARE SOLELY RESPONSIBLE TO NOTIFY OWNER IN WRITING PRIOR TO EXTERMINATION OF ANY ANTICIPATED HEALTH OR SAFETY CONCERNS RELATED TO EXTERMINATION AND THE USE OF INSECTICIDES**
- IX. **DRAPES AND SHADES.** Drapes or shades installed by Resident, when allowed, must be lined in white and present a uniform exterior appearance.
- X. **WATER BEDS.** Resident shall not have water beds or other water furniture in the dwelling without prior written permission of Owner.
- XI. **BALCONY or PATIO.** Balconies and patios shall be kept neat and clean at all times. No rugs, towels, laundry, clothing, appliances or other items shall be stored, hung or draped on railings or other portions of balconies or patios. No misuse of the space is permitted, including but not limited to, throwing, spilling or pouring liquids or other items, whether intentionally or negligently, over the balconies or patios.

CONSTRUCTION ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. _____
_____ (street address) in
_____ (city), North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, Resident acknowledges that existing, on-going, or future construction on the property may affect your use, view, and enjoyment of such property.

4. RESIDENT ACKNOWLEDGMENT OF CONSTRUCTION ON PROPERTY. Resident acknowledges that the property, including its common areas and apartments, may currently, or in the future, be under repair, renovation, improvement, or construction. Owner does not guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, is not under any obligation to have said repair, renovation, improvement, or construction completed by a set date or time. Resident also acknowledges that the repair, renovation, improvement, or construction does not represent a breach of Owner's obligations under the Lease Contract.

5. USE OF AMENITIES AND SERVICES. Repair, renovation, improvement, or construction at the property may create conditions where Resident's use of the property's amenities and services may be limited or not available.

6. NOISE AND OTHER DISTURBANCES. Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. Resident acknowledges that these conditions may create inconveniences that may be beyond the control of the Owner. Resident agrees that despite these inconveniences, the obligations of the Resident, including payment of rent, as set forth in the Lease Contract will still be in effect.

7. RELEASE OF LIABILITY. To the extent allowed by state law or local ordinance, by signing this Addendum, Resident agrees to waive all claims related to Resident's inability to access, use, and enjoy the amenities, services, and facilities affected by existing, on-going, or future repair, renovation, improvement, or construction on the property.

The existing, on-going, or future construction at the property includes:

Title/Description: _____

Anticipated Start Date: _____

Anticipated End Date: _____

To the extent allowed by state law or local ordinance, Resident further agrees that any inconvenience associated with the repair, renovation, improvement, or construction, such as, but not limited to, those disclosed herein, will not be deemed to give Resident any offset to rent obligations, or other compensation, nor will they be the basis for a complaint(s) or defense(s) against Owner for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy.

8. DELAY OF OCCUPANCY. Resident acknowledges that occupancy of the apartment may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and apartments. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permit issuance, acts of God, and other things beyond the control of Owner. The Lease Contract will remain in effect subject to: (1) the start date of the term of the lease contract shall be changed to the first day that Owner provides Resident the apartment for occupancy, and rent shall be abated until occupancy is provided; and (2) your right to terminate as set forth in your Lease Contract under DELAY OF OCCUPANCY, and in accordance with applicable state law or local ordinance.

Resident hereby knowingly and voluntarily accepts the risks or delays and the apartment not being ready for occupancy on the date set forth in the Lease Contract. Resident agrees that Owner's failure to have the apartment ready on the set date in the Lease Contract due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the apartment. Resident hereby waives and relinquishes any rights, claims, or causes of action against Owner related to delays in delivering the apartment, including, but not limited to, any holdover rent, or other penalties imposed at Resident's current place of residence, provided however, that Owner agrees that rent will not commence under the Lease Contract until possession is delivered to Resident.

9. DISPLACEMENT. In the event Resident must be displaced from the apartment that is the subject of the Lease Contract due to repair, renovation, improvement, or construction in or around the apartment, Owner, at Owner's sole option, shall transfer Resident to another apartment within the apartment community that is not affected by the repair, renovation, improvement, or construction or shall provide appropriate comparable accommodations for Resident. However, in the event of Resident's displacement and subsequent re-location, the terms of the Lease Contract, including but not limited to the payment of rent shall remain in full force and effect.

10. SEVERABILITY. If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**COVID-19 EVICTION NOTICE
CONSUMER FINANCIAL PROTECTION BUREAU
DISCLOSURE OF CONSUMER RIGHTS**



OFFICIAL COPY

1. **DWELLING UNIT DESCRIPTION.** Unit No. _____,
_____ (street address) in _____ (city),
North Carolina, _____ (zip code).

2. **LEASE CONTRACT DESCRIPTION.**
Lease Contract date: _____
Owner's name: _____

Residents (list all residents):

Dec 15 2023

3. **DATE THIS DISCLOSURE WAS PROVIDED TO THE ABOVE-NAMED RESIDENT(S):** _____

Because of the global COVID-19 pandemic, you may be eligible for temporary protection from eviction under the laws of your State, territory, locality, or tribal area, or under Federal law.

Learn the steps you should take now:

- visit www.cfpb.gov/eviction;
- or call a housing counselor at 800-569-4287.

Owner or Owner's Representative
(signs below)

NOT A VALID FORM



CRIME/DRUG FREE HOUSING ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. _____
(street address) in
(city), North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ADDENDUM APPLICABILITY. In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. CRIME/DRUG FREE HOUSING. Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

- A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:
1. Engaging in any act intended to facilitate any type of criminal activity.
2. Permitting the premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging such activity is a member of the household, or a guest.
3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of North Carolina and/or the Federal Controlled Substances Act.

Resident or Residents (sign here)

Owner or Owner's Representative (signs here)

- 4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)
5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. CRIMINAL CONVICTION NOT REQUIRED. Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Date of Signing Addendum

Date of Signing Addendum



DAY-TO-DAY ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. _____
_____ (street address) in
_____ (city), North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. You acknowledge and agree that Your occupancy of the Home is intended purely as a temporary shelter as (i) Your primary residence was rendered either unfit or uninhabitable due to an act of God or some other cause or event, or (ii) Your primary residence originally offered to You for rental is not available for You to possess for some reason outside of Our control. In either event, You understand and agree that We offered You the Home as a place to reside on a temporary basis, and You agree that either You or We may terminate the Lease at any time with minimal notice.

4. MODIFICATION OF TERMS OF LEASE. The Lease is hereby amended and otherwise modified as follows:

A. Initial Term of Lease and Termination. The original term of the Lease described in Paragraph 3 of the Lease shall be (1) day in length, ending on the day after the beginning of the original term.

B. Day-To-Day Renewal. Upon the expiration of the original term of the Lease, the Lease shall automatically renew on a DAY-TO-DAY basis instead of a month-to-month basis.

C. Notice of Termination After Day-to-Day Renewal. After renewal of the Lease on a day-to-day basis, either party may terminate the Lease by providing the other party with (1) day's written notice prior to the expiration of any day-to-day term.

Resident or Residents
(All residents must sign here)

D. Termination and Holdover. Should We elect to terminate the Lease, and should You fail to surrender possession of the Home at the end of the then-effective renewal term, then You agree that You shall be considered a holdover tenant subject to removal immediately via a summary ejectment lawsuit filed pursuant to N.C. GEN. STAT. § 42-26(a)(1).

5. SEVERABILITY. Should any court of law consider any provision of this Addendum to be unenforceable, then that provision shall be considered severed from this Addendum and the remainder of this Addendum shall continue in full force and effect. If required, the parties agree that a court of law shall construe the remaining non-severed provisions in a context consistent with the Addendum as a whole.

6. SPECIAL PROVISIONS. The following special provisions ("Special Provisions") shall be considered part of this Addendum:

Where any term or condition of this Addendum and the Special Provisions may conflict, the Special Provisions shall control.

7. EXECUTION BY PARTIES. We and You duly execute this Addendum, whether electronically or by signing below, on the respective dates written below or otherwise noted in electronic format. By executing this Addendum, YOU ACKNOWLEDGE HAVING READ AND AGREED TO ALL THE PROVISIONS OF THIS ADDENDUM. You further acknowledge having received a copy of this Addendum. This Addendum constitutes the ENTIRE agreement between the parties and NO statement, oral or written or otherwise, not contained or described herein shall be binding on either party. No subsequent amendment to this Addendum or the Lease or any statement, oral or otherwise, by either party to this Addendum shall be binding unless it is in writing and signed by all parties.

Owner or Owner's Representative
(signs here)

Date of Signing Addendum



**LEASE CONTRACT ADDENDUM FOR
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT**



1. DWELLING UNIT DESCRIPTION.

Unit No. _____
 _____ (street address) in
 _____ (city), North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
 Owner's name: _____

Residents (list all residents):

The term of this Addendum is as follows:

Begins on _____ and
 ending on _____

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. GARAGE, CARPORT, OR STORAGE UNIT. You are entitled to exclusive possession of: (check as applicable)

- garage or carport attached to the dwelling;
- garage space number(s) _____;
- carport space number(s) _____;
- and/or
- storage unit number(s) _____.

All terms and conditions of the Lease Contract apply to the above areas unless modified by this Addendum.

4. SECURITY DEPOSIT. An additional security deposit of \$ _____ will be charged for the checked areas above. We (check one) will consider or will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in Provision 4 of the Lease Contract (check one) does or does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

5. ADDITIONAL MONTHLY RENT. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ _____. The monthly rent amount in Provision 6 of the Lease Contract (check one) includes does not include this additional rent.

6. USE RESTRICTIONS. Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. The garage or carport may not be used for the charging of any electric vehicle or other device, without regard to whether the community has designated charging stations for such vehicles. Storage units may be used only for storage of personal property. No one may sleep, cook, barbecue, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this addendum. No plants may be grown in such areas.

7. NO DANGEROUS ITEMS. Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

8. NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS. No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

9. GARAGE DOOR OPENER. If an enclosed garage is furnished, you will will not be provided with a garage door opener and/or garage key. You will be responsible for maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

10. SECURITY. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

11. INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY. You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.

12. COMPLIANCE. We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.

13. NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS. Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

14. MOVE-OUT AND REMEDIES. Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the Lease Contract apply to areas covered by this addendum. Termination of the Lease Contract shall terminate any rental under this addendum.

**FEDERALLY REQUIRED RENOVATION NOTICE
OF LEAD HAZARD INFORMATION**



Regarding Renovation, Maintenance or Repair That May Create Paint Dust in a Dwelling Unit or Common Area

Federal law requires that prior to conducting renovations or repairs a lead hazard notice must be given to residents of a pre-1978 dwelling if more than 6 square feet of surface of the interior dwelling or 20 square feet of the exterior of the dwelling or common area will be disturbed by sanding, scraping or other activity that may create paint dust (except in emergency situations). The notice must be given by the "renovator" (i.e., whoever does the work). We (as the renovator) are planning to perform such work and are notifying you (as resident) that:

1. The work will begin no later than 60 days from the date our representative delivered or mailed this notice.
2. The lead hazard information which we are required to furnish to you is contained in an Environmental Protection Agency (EPA) pamphlet entitled "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."
3. The general description of the work is: _____
4. The location of the work on or in your dwelling is: _____
5. The location of the work in common areas is: _____
6. The date the work is expected to start is: _____
Expected ending date: _____
7. We will timely notify you if the work needs to continue beyond the expected ending date.
8. If the work is in a dwelling unit, we must provide you with a copy of either the EPA or NAA lead hazard information with this notice.
9. If the work is in common areas only, you can obtain a free copy of the EPA pamphlet (check as applicable):
 from the onsite management office; wherever you pay the rent or other _____
10. Address of dwelling unit: _____
11. Address of common area (if applicable): _____
12. Name of renovator who will actually be doing the work (i.e., name of either owner, management company or contractor): _____

ACKNOWLEDGMENT BY RESIDENT OR ADULT OCCUPANT

(This acknowledgment is to be used when renovation is inside a dwelling and the resident or adult occupant is willing to acknowledge personal delivery of the notice and lead hazard information.)

Names of all residents in the dwelling unit described above: _____

On behalf of residents listed above, I have received on this date a copy of this notice and any lead hazard information required about the potential risk of disturbing lead-based paint during renovation, maintenance or repair work.

Printed name of resident or adult occupant	Signature of resident or adult occupant	Date signed
--	---	-------------

CERTIFICATION BY RENOVATOR'S REPRESENTATIVE (Check applicable box below)

- | | |
|--|---|
| <p><input type="checkbox"/> Personal delivery. I certify that no earlier than 60 days before the work is expected to start, I delivered a copy of this notice and the EPA pamphlet titled "Renovate Right" to the resident or adult occupant of the dwelling unit who signed above.</p> <p><input type="checkbox"/> Resident or adult occupant unavailable. I certify that no earlier than 60 days before the work is expected to start, I made a good faith effort to deliver a copy of this notice and the EPA pamphlet titled "Renovate Right" to the resident's unit, and no resident or adult occupant was available to sign the acknowledgment. I left a copy of this notice and the pamphlet inside the unit or slipped them under the door.</p> <p><input type="checkbox"/> Resident or adult occupant refused. I certify that no earlier than 60 days before the work is expected to start, I made a good faith effort to personally deliver a copy of this notice and the EPA pamphlet "Renovate Right," and a resident or adult occupant in the dwelling refused to sign the acknowledgment. I left a copy of this notice and the pamphlet with a resident or adult occupant of the dwelling or slipped them under the door.</p> | <p><input type="checkbox"/> Delivery by mail if work is inside dwelling. I certify that no earlier than 60 days and at least 7 days before the work is expected to start, I mailed a copy of this notice and the EPA pamphlet "Renovate Right" to the resident at the address of the dwelling unit noted above by regular U.S. mail. I obtained a certificate of mailing from the U.S. Postal Service.</p> <p><input type="checkbox"/> Delivery by mail if work is in common area only. I certify that no earlier than 60 days and at least 7 days before the work is expected to start, I mailed a copy of this notice to each affected unit in the multifamily housing property (5 or more units) named above, by regular U.S. mail. I obtained a certificate of mailing from the U.S. Postal Service. The EPA pamphlet "Renovate Right:" <input type="checkbox"/> will be available at no cost as per item 9 above, or <input type="checkbox"/> was included in the mailing to all affected units.</p> |
|--|---|

Printed name of renovator's representative	Signature of renovator's representative	Date representative signed
--	---	----------------------------

Date representative delivered or mailed notice Optional: telephone or fax numbers for more information

OFFICIAL COPY
Dec 15 2023

GUARANTOR PRE-LEASING APPLICATION

This form is not a binding guarantor agreement, but rather is an application to provide pertinent guarantor information and to allow the rental property owner to proceed with credit/background screening. If you and the resident(s) are approved, you will be asked to execute a Lease Contract Guaranty.



Lease Contract Information	
ABOUT LEASE: Resident names (list all residents responsible for the Lease Contract): _____ _____ _____ _____ _____	_____ _____ _____ _____ _____
Street address of dwelling being leased: _____ _____ _____	City/State/Zip of above dwelling: _____ _____ _____
Guarantor Information Use for one guarantor only (can include spouse of guarantor)	
ABOUT GUARANTOR: Full name (exactly as on driver's license or govt. ID card) _____ Current address where you live: _____ _____ Phone: _____ Alternate or cell phone: _____ Email address: _____ _____ (Please check one) Do you <input type="checkbox"/> own or <input type="checkbox"/> rent your home? If renting, name of apartments: _____ Manager's name: _____	Phone: _____ Your Social Security #: _____ Driver's license # and state: _____ OR govt. photo ID card #: _____ Birthdate: _____ Sex: _____ Marital Status: <input type="checkbox"/> single <input type="checkbox"/> married <input type="checkbox"/> divorced <input type="checkbox"/> widowed <input type="checkbox"/> separated Total number of dependents under the age of 18 or in college: _____ What relationship are you to the resident(s)? <input type="checkbox"/> parent <input type="checkbox"/> sibling <input type="checkbox"/> employer <input type="checkbox"/> other Are you or your spouse a guarantor for any other lease? <input type="checkbox"/> Yes <input type="checkbox"/> No If so, how many? _____
YOUR WORK: Present employer: _____ Employer's address: _____ Work phone: _____ Alternate phone: _____	Email address: _____ _____ How long? _____ Position: _____ Your gross monthly income is over: \$ _____ Supervisor's name: _____ Phone: _____
YOUR SPOUSE: Full name (exactly as on driver's license or govt. ID card) _____ Driver's license # and state: _____ OR govt. photo ID card #: _____ Social Security #: _____ Birthdate: _____ Alternate or cell phone: _____	Email address: _____ Present employer: _____ How long? _____ Position: _____ Work phone: _____ Monthly gross income is over: \$ _____
YOUR CREDIT/RENTAL HISTORY: Your bank's name: _____ City/State: _____ List major credit cards: _____ To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: <input type="checkbox"/> been asked to move out? <input type="checkbox"/> broken a rental agreement? <input type="checkbox"/> declared bankruptcy, or <input type="checkbox"/> been sued for rent?	To your knowledge, has any resident listed in this Guaranty ever: <input type="checkbox"/> been sued for property damage? <input type="checkbox"/> been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain: _____ _____ _____

You represent that all information submitted by you is true and complete. You authorize verification of the above information via consumer reports, rental history reports, and other means. You acknowledge that our privacy policy is available to you. A facsimile or electronic signature on this Guaranty Application will be binding as an original signature.

We recommend that you obtain a copy of the Lease Contract and Lease Contract Guaranty, and read them. We will furnish you a copy of the Lease Contract and Lease Contract Guaranty upon written request.

Date of Signing Guarantor Application

Signature of Guarantor

Signature of Guarantor's Spouse (if applicable)

FOR OFFICE USE ONLY

Guarantor(s) information verified by: phone or face-to-face meeting.
 Third-party verification: Requested on _____ (date)
 Approved: Yes No
 If not, letter of disclosure sent on _____ (date)
 Processed by _____

After signing, please return the signed original of this Guarantor Preleasing Application to: _____

at (street address or P.O. Box) _____

or (optional) fax it to us at _____
 or (optional) email it to us at _____

Our telephone number _____



INVENTORY AND CONDITION FORM



DWELLING UNIT DESCRIPTION. Unit No. _____, _____ (street address) in _____ (city), North Carolina, _____ (zip code).

LEASE CONTRACT DESCRIPTION. Lease Contract date: _____ Owner's name: _____

Residents (list all residents):

Within 7 days after move-in, you must note on this form all defects, damage, or safety or pest-related concerns and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition. Please mark through items listed below or put "none" if the items don't exist. This form protects both you (the resident) and us (the owner). We'll use it in determining what should and should not be considered your responsibility upon move-out. You are entitled to a copy of this form after it is filled out and signed by you and us.

Resident's Name: _____
 Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____
 Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____
 Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____
 Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____
 Home Phone: (_____) _____ Work Phone: (_____) _____

Resident's Name: _____
 Home Phone: (_____) _____ Work Phone: (_____) _____

Move-In or **Move-Out Condition** (Check one)

Living Room

Walls _____
 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Floor/Carpet _____
 Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Closets, Rods, Shelves _____
 Closet Lights, Fixtures _____
 Lamps, Bulbs _____
 Other _____

Refrigerator, Trays, Shelves _____
 Refrigerator Light, Crisper _____
 Dishwasher, Dispensers, Racks _____
 Sink/Disposal _____
 Microwave _____
 Other _____

General Items

Thermostat _____
 Cable TV or Master Antenna _____
 A/C Filter _____
 Washer/Dryer _____
 Garage Door _____
 Ceiling Fans _____
 Exterior Doors, Screens/Screen Doors, Doorbell _____
 Fireplace _____
 Other _____

Kitchen

Walls _____
 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Floor/Carpet _____
 Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Cabinets, Drawers, Handles _____
 Countertops _____
 Stove/Oven, Trays, Pans, Shelves _____
 Vent Hood _____

Dining Room

Walls _____
 Wallpaper _____
 Plugs, Switches, A/C Vents _____
 Woodwork/Baseboards _____
 Ceiling _____
 Light Fixtures, Bulbs _____
 Floor/Carpet _____
 Doors, Stops, Locks _____
 Windows, Latches, Screens _____
 Window Coverings _____
 Closets, Rods, Shelves _____
 Closet Lights, Fixtures _____
 Other _____

Halls

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____

Doors, Stops, Locks _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Other _____

Exterior (if applicable)

Patio/Yard _____
Fences/Gates/Gates Latches or Locks _____
Faucets _____
Balconies _____
Other _____

Bedroom (describe which one):

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Other _____

Bedroom (describe which one):

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Other _____

Bath (describe which one):

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Exhaust Fan/Heater _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Sink, Faucet, Handles, Stopper _____
Countertops _____
Mirror _____
Cabinets, Drawers, Handles _____
Toilet, Paper Holder _____
Bathtub, Enclosure, Stopper _____
Shower, Doors, Rods _____
Tile _____
Other _____

Half Bath

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Exhaust Fan/Heater _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Sink, Faucet, Handles, Stopper _____
Countertops _____
Mirror _____
Cabinets, Drawers, Handles _____
Toilet, Paper Holder _____
Tile _____
Other _____

Bedroom (describe which one):

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Closets, Rods, Shelves _____
Closet Lights, Fixtures _____
Other _____

Bath (describe which one):

Walls _____

Wallpaper _____
Plugs, Switches, A/C Vents _____
Woodwork/Baseboards _____
Ceiling _____
Light Fixtures, Bulbs _____
Exhaust Fan/Heater _____
Floor/Carpet _____

Doors, Stops, Locks _____
Windows, Latches, Screens _____
Window Coverings _____
Sink, Faucet, Handles, Stopper _____
Countertops _____
Mirror _____
Cabinets, Drawers, Handles _____
Toilet, Paper Holder _____
Bathtub, Enclosure, Stopper _____
Shower, Doors, Rods _____
Tile _____
Other _____

Safety-Related Items (Put "N/A" if not applicable)

Door Knob Locks _____
Keyed Deadbolt Locks _____
Keyless Deadbolts _____
Sliding Door Pin Locks _____
Sliding Door Latches _____
Sliding Door Security Bars _____
Doorviewers _____
Window Latches _____
Porch and Patio Lights _____
Smoke Detectors _____
Alarm System _____



Fire Extinguishers (look at charge level BUT DON'T TEST!) _____ **Date of Move-In:** _____
 _____ **or** _____
 Garage Door Opener _____ **Date of Move-Out:** _____
 Gate Access Card(s) _____
 Carbon Monoxide Detector(s): _____

 Other _____

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Acknowledgment. You agree you will complete and submit this form in accordance with this Lease and our Community Policies. You acknowledge you will inspect and test all safety-related items in the apartment, including smoke alarms and any other detector(s), and confirm that they are working, except as noted on your completed Inventory and Condition Form. All items will be considered to be in good and working condition unless otherwise noted. You acknowledge you will receive written operating instructions on the alarm system and gate access entry systems (if there are any). You acknowledge that you will inspect the apartment and confirm no signs of bed bugs or other pests are present, or, if bugs are present, that you will promptly report any bed bug or pest issues on this Inventory and Condition Form and through a written work order or other written repair request. You agree that this returned completed Inventory and Condition Form accurately reflects the condition of the apartment for purposes of determining any refund of deposit due to you when you move out. You acknowledge that if you do not return the form within 7 days after move-in, we will consider the apartment to be clean, safe, free of pest or insect infestations, and in good working condition for purposes of determining any refund of deposit due to you at move-out.

In signing below, you accept this inventory as part of the Lease Contract and agree that it accurately reflects the condition of the premises for purposes of determining any refund due to you when you move out.

Resident or Resident's Agent: _____ **Date of Signing** _____
Resident or Resident's Agent: _____ **Date of Signing** _____
Resident or Resident's Agent: _____ **Date of Signing** _____
Resident or Resident's Agent: _____ **Date of Signing** _____
Resident or Resident's Agent: _____ **Date of Signing** _____
Resident or Resident's Agent: _____ **Date of Signing** _____
Owner or Owner's Representative: _____ **Date of Signing** _____

NOT A VALID COPY

LEASE CONTRACT GUARANTY

Do not sign this form unless you understand that you have the same liability as all residents for rent and other monies owed.



Lease Contract Information	
ABOUT LEASE: Date of Lease Contract (top left hand corner of Lease Contract):	_____
Owner's name:	_____
_____	_____
_____	Unit No. _____ and street address of dwelling being leased:
Resident names (list all residents on Lease Contract):	_____
_____	City/State/Zip of above dwelling: _____
_____	Monthly rent for dwelling unit: \$ _____
_____	Beginning date of Lease Contract: _____
_____	Ending date of Lease Contract: _____
Guarantor Information Use for one guarantor only (can include spouse of guarantor)	
ABOUT GUARANTOR: Full name (exactly as on driver's license or govt. ID card)	Manager's name: _____
_____	Phone: _____
Current address where you live: _____	Your Social Security #: _____
Phone: _____	Driver's license # and state: _____
Alternate or cell phone: _____	OR govt. photo ID card #: _____
Email address: _____	Birthdate: _____
(Please check one) Do you <input type="checkbox"/> own or <input type="checkbox"/> rent your home?	Marital Status: <input type="checkbox"/> single <input type="checkbox"/> married <input type="checkbox"/> divorced <input type="checkbox"/> widowed
If renting, name of apartments: _____	<input type="checkbox"/> separated
_____	Total number of dependents under the age of 18 or in college: _____
_____	What relationship are you to the resident(s)? <input type="checkbox"/> parent <input type="checkbox"/> sibling
_____	<input type="checkbox"/> employer <input type="checkbox"/> other _____
_____	Are you or your spouse a guarantor for any other lease? <input type="checkbox"/> Yes <input type="checkbox"/> No
_____	If so, how many? _____
YOUR WORK: Present employer: _____	How long? _____
Employer's address: _____	Position: _____
Work phone: _____	Your gross monthly income is over: \$ _____
Alternate phone: _____	Supervisor's name: _____
Email address: _____	Phone: _____
YOUR SPOUSE: Full name (exactly as on driver's license or govt. ID card)	Email address: _____
_____	Present employer: _____
Driver's license # and state: _____	How long? _____
OR govt. photo ID card #: _____	Position: _____
Social Security #: _____	Work phone: _____
Birthdate: _____	Monthly gross income is over: \$ _____
Alternate or cell phone: _____	_____
YOUR CREDIT/RENTAL HISTORY.	To your knowledge, has any resident listed in this Guaranty ever:
Your bank's name: _____	<input type="checkbox"/> been sued for property damage? <input type="checkbox"/> been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain:
City/State: _____	_____
List major credit cards: _____	_____
_____	_____
To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: <input type="checkbox"/> been asked to move out? <input type="checkbox"/> broken a rental agreement? <input type="checkbox"/> declared bankruptcy? or <input type="checkbox"/> been sued for rent?	_____
_____	_____
_____	_____

In consideration for us to enter into the above Lease Contract with the Resident(s), as an inducement to us for making the lease, and other good and valuable consideration, the receipt of which is acknowledged, you guarantee all obligations of resident(s) under the Lease Contract, including but not limited to rent, late fees, property damage, repair costs, animal violation charges, reletting charges, utility payments and all other sums which may become due under the Lease Contract.

You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. If we, as owner of the dwelling, delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it as a waiver of our rights as owner, against you as guarantor. All of our remedies against the resident(s) apply to guarantor as well. All residents, guarantors and guarantor's spouse are jointly and severally liable. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable. This Guaranty is irrevocable and part of the Lease Contract and shall be performed in the county where the dwelling unit is located.

You represent that all information submitted by you on this Guaranty is true and complete. You authorize verification of such information via consumer reports, rental history reports, and other means. A facsimile signature by you on this Guaranty will be just as binding as an original signature. It is not necessary for you, as guarantor, to sign the Lease Contract itself or to be named in the Lease Contract. This Guaranty does not have to be referred to in the Lease Contract.

You are required not required to have this Guaranty agreement notarized. If no box is checked, it is not required to be notarized. Payments under this Guaranty must be mailed to or made in the county where the dwelling unit is located. We recommend that you obtain a copy of the Lease Contract and read it. This Guaranty applies even if you don't do so. We will furnish you a copy of the Lease upon written request. Guarantor waives protections under NCGS 26.7.

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

After signing, please return the signed original of this Guaranty to _____
at (street address or P.O. Box) _____
or (optional) fax it to us at _____ Our telephone number _____

Date of signing Guaranty _____ Date of signing Guaranty _____

Signature of Guarantor _____ Signature of Guarantor's Spouse _____

State of _____
County of _____

I certify that I know or have satisfactory evidence that _____

is/are the person(s) who appeared before me and acknowledged that he/she/they signed this instrument, and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____ Printed Name of Notary Public _____

My Commission Expires _____ Signature of Notary Public _____

Note: Signature of Guarantor and Guarantor's spouse must be notarized if lease is for more than one year.

(Use above space for notary stamp/seal)

FOR OFFICE USE ONLY
Guarantor(s) signature(s) was (were) verified by owner's representative.
Verification was by phone or Face-to-face meeting. Date(s) of verification _____
Telephone numbers called (if applicable) _____
Name(s) of Guarantor(s) who was (were) contacted _____
Name of Owner's Representative who talked to Guarantor(s) _____



NOT A VALID FORM

LEASE ADDENDUM: TAX CREDIT

Developments funded with LIHTC must complete addendum for all households at move-in.

Date: _____

Development Name: _____

Head of Household Name: _____

Unit No: _____

This lease addendum adds the following paragraphs to the lease between the tenant and landlord referred to above.

Conflict with Other Provisions of the Lease. In case of any conflict between the provisions of this addendum and other sections of the lease, or other lease addendums, the provisions of this addendum shall prevail, with the exception of the following:

- If a property is regulated by HUD and using the HUD model lease, the HUD model Lease shall prevail.
- If a property is regulated by USDA and using the lease mandated by RD, the RD lease shall prevail.
- If a property is subject to HUD HOME regulations, the HOME lease addendum shall prevail.

Term of Lease. Notwithstanding anything herein to the contrary, the initial lease term shall be for a period of not less than six months. In no event can the lease renewal term be less than 30 days. Conversion to or renewal for a month to month term meets the thirty-day requirement, the number of days in a given month not withstanding.

Nondiscrimination. The landlord shall not discriminate against the tenant on the grounds of race, color, religion, sex, handicap, national origin or familial status.

Termination of Tenancy or Nonrenewal of Lease. Landlord may not terminate the tenancy or refuse to renew the lease or rental agreement of a tenant except for good cause, which includes, but is not limited to, tenant becoming ineligible for residency as described below, serious or repeated violations of the material terms and conditions of the lease or house rules, or a violation of applicable federal, state or local law. To terminate the tenancy or refuse to renew the lease, landlord must take the following actions based on the gravity of the lease violation:

- Minor violations, not related to health, safety, criminal activity, actions by the tenant creating a hostile environment, damage to property, or Program eligibility caused by applicant misrepresentation, the landlord must first provide the tenant with written notice of the lease or house rules violation and provide the tenant with a reasonable period to cure of at least ten days. If the tenant fails to cure the violation, the landlord must provide written notice to the tenant of the violation with sufficient specificity to enable the tenant to prepare a defense. The notice must be served at least twenty days before the date of termination of tenancy, and must comply with all requirements of North Carolina law and other applicable programs. Tenant has the right to enforce this requirement in state court, including presenting a defense to any eviction action brought by landlord.
- Serious violations related to nonpayment of rent, health, safety, criminal activity, actions by the tenant creating a hostile environment, damage to property, or Program eligibility caused by applicant misrepresentation, the landlord is not required to provide a reasonable period to cure, or an additional notice period, beyond what is required in Chapter 42 of the General Statutes of North Carolina.

Reasonable Accommodation and Reasonable Modification. In the event the tenant submits a request for reasonable accommodation or reasonable modification, the landlord will notify the tenant of approval or denial in writing within a reasonable timeframe. In the event of denial, the tenant must be afforded at least eight business days to challenge the decision, including responding by submitting additional information or verifications that support the request.

Violence Against Women Act (VAWA). Tenant acknowledges receipt of Notice of Occupancy Rights under the Violence Against Women Act, which enumerates Tenant rights and Landlord responsibilities related to VAWA. The landlord acknowledges responsibility to comply with the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Prohibited Lease Provisions. Any provision of the lease which falls within the classifications below shall not apply and not be enforced by the landlord:

Confession of Judgment. Consent by the tenant to be sued, to admit guilt, or to a judgment in favor of the landlord in a lawsuit brought in connection with the lease.

Treatment of Property. Agreement by the tenant that the landlord may take or hold the tenant's property, or may sell such property without notice to the tenant and a court decision on the rights of the parties. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out, which may be disposed of in accordance with state law.

Excusing the Landlord from Responsibility. Agreement by the tenant not to hold the landlord or landlord's agent legally responsible for any action or failure to act, whether intentional or negligent.

Waiver of Legal Notice. Agreement by the tenant that the landlord may institute a lawsuit without notice to the tenant.

Waiver of Court Proceedings for Eviction. Agreement by the tenant that the landlord may evict the tenant of household members (i) without instituting a civil court proceeding in which the family has the opportunity to present a defense, or (ii) before a decision by the court on the rights of the parties.

Waiver of Jury Trial. Authorization to the landlord to waive the tenant's right to a trial by jury.

Waiver of Right to Appeal Court Decision. Authorization to the landlord to waive the tenant's right to appeal a court decision or waive the tenant's right to sue to prevent a judgment from being put into effect.

Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit. Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the landlord against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.



MOLD INFORMATION AND PREVENTION ADDENDUM



Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize any mold growth in your dwelling. That is why this addendum contains important information for you, and responsibilities for both you and us.

1. DWELLING UNIT DESCRIPTION.

Unit No. _____

_____ (street address) in

(city), North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. ABOUT MOLD.

Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

4. PREVENTING MOLD BEGINS WITH YOU.

In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or

cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

5. IN ORDER TO AVOID MOLD GROWTH,

it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

6. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED

ON NON-POROUS SURFACES (such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox CleanUp®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be

NO-SMOKING ADDENDUM



Date: _____
(when this Addendum is filled out)

All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

1. DWELLING UNIT DESCRIPTION.

Unit No. _____

_____ (street address) in

(city), North Carolina, _____ (zip code).

Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents inside any dwelling or building is also prohibited by this Addendum and other provisions of the Lease Contract.

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

5. SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY. Smoking is permitted only in specially designated areas outside the buildings of the apartment community. Smoking must be at least _____ feet from the buildings in the apartment community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the apartment community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling is is not permitted.

The following outside areas of the community may be used for smoking: _____

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

3. DEFINITION OF SMOKING. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum, which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the apartment community for repair, replacement, and cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free apartment community.

4. SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED. All forms and use of burning, lighted, vaporized, or ignited tobacco products and smoking of tobacco products inside any dwelling, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this Addendum and the Lease Contract.

7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

The prohibition on use of any burning, lighted, vaporized, or ignited tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, dwellings, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds.

8. LEASE CONTRACT TERMINATION FOR VIOLATION OF THIS ADDENDUM.

We have the right to terminate your Lease Contract or right of occupancy of the dwelling for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the dwelling is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the dwelling.

9. EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING. Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

10. YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS. You are responsible for communicating this community's no-smoking policy and for ensuring compliance with this Addendum by your occupants, family, guests, and invitees.

11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT. Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your dwelling or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

This is an important and binding legal document. By signing this Addendum you are agreeing to follow our no-smoking policy and you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the dwelling. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this Addendum.

12. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(Sign here)

NOT A VALID FORM



Owner's Acknowledgment of Receiving Move-Out Notice
(To be copied, returned to and kept by residents)

We acknowledge receiving your notice of intent to move out of Apt. No. _____ in _____

(name of apartment community), or street address (if house, duplex, etc.): _____

Date of intended move-out: _____ If move-out is approved, prorated rent (if any) through move-out date: \$ _____

If your move-out notice does not comply with the Lease Contract and we haven't given you a written release of your obligations under the Lease Contract, your right of occupancy will end on the move-out date and you will continue to be liable for all sums due until the Lease Contract or renewal period expires, as defined by the Lease Contract.

You are encouraged to reconsider your decision to move out, but at our option, we will have the right to rely on your notice and may enter into Lease Contracts with others for commencement on the day after your move-out date. Our remedies for early move-out, nonpayment, and other Lease Contract violations will not be waived or diminished by our receipt or acceptance of your move-out notice.

Check only one of the following:

- We acknowledge receipt of your move-out notice. We do not approve it or release you from liability under the Lease Contract. However, we are entitled to rely on your notice for purposes of reletting your dwelling unit to others.
- We acknowledge receipt of your move-out notice, but we do not have enough information at this time to approve or disapprove it. Therefore, your notice is presumed disapproved until we notify you otherwise.
- We approve the move-out date stated above, and your Lease Contract term will end on that date.

Date notice received by our representative: _____ Signature of our representative: _____

SAMPLE
NOT A VALID FORM

NOTICE OF TEMPORARY WAIVER OF LATE FEES



OFFICIAL COPY

LEASE CONTRACT DATE: _____

OWNER'S NAME: _____

RESIDENTS (LIST ALL RESIDENTS):

DWELLING UNIT DESCRIPTION.

Unit No. _____,
(street address) in _____ (city), North Carolina, _____ (zip code).

Dear Resident(s):

We understand COVID-19, the coronavirus, has directly affected many of our residents. Some residents have experienced a loss of wages, incurred new medical expenses or been laid off from their place of employment as a result of the COVID-19 pandemic. To ease the financial hardship and difficulties so many of our residents are facing, we are willing to waive certain late fees.

This notice relates to late fees for the non-payment of rent incurred during the period covering the dates beginning _____ and ending _____ (the "Waiver Period").

During the Waiver Period and provided you pay your monthly rent on or before the _____ of each month, we agree to waive the late fees that you incur under the Rent and Charges paragraph of your Lease Contract for the month in which rent is paid.

This waiver covers only late fees for the Waiver Period specified above. We are under no obligation to waive rent, other late fees, or other sums due or which will become due.

If you anticipate difficulty paying rent due to loss from the coronavirus, we encourage you to contact our team by calling _____ or by emailing _____.

Keep in mind that you will likely be asked to explain how you've personally been financially burdened by COVID-19. Depending on your situation, our response and any relief we may agree upon may vary.

Any and all terms and conditions of the Lease Contract that are not specifically amended herein remain in full force and effect.

SPECIAL PROVISIONS.

Owner or Owner's Representative
(Signs below)



Dec 15 2023

PACKAGE ACCEPTANCE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. _____
(street address) in
(city), North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

4. PACKAGE ACCEPTANCE.

A. Generally. You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

B. Limitations. You understand and agree that we may refuse to accept any package for any reason or no reason at all.

5. TIME LIMITATION. Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than _____ days after receipt (accordingly, you should notify the management office if you are going to be away from the apartment home and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER. As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal.

7. SEVERABILITY. If any provision of this Addendum or the Lease Contract is illegal, invalid, or unenforceable under any applicable law, then it is the intention of the parties that (a) such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease, (b) the remainder of this Addendum shall not be affected thereby, and (c) it is also the intention of the parties to this Addendum that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Addendum a clause or provision similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

8. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

Resident or Residents (All residents must sign)

Owner or Owner's Representative (Signs below)

Date of Signing Addendum



RESIDENT PARKING ADDENDUM



Date: _____ (when this Addendum is filled out)

1. DWELLING UNIT DESCRIPTION.

Unit No. _____ (street address) in _____ (city), North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____ Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

The term of this Parking Addendum is as follows: Begins on _____, _____ and ending on _____, _____.

RESIDENT AND OWNER AGREE AS FOLLOWS:

- 3. You agree to properly register all vehicles with management. If you get a new or replacement vehicle you must notify us and complete a revised agreement.
4. If you are provided with a parking tag or sticker it must be properly installed and displayed.
5. Unless your vehicle(s) has been assigned a specific space(s) you may park in any available space(s) in the parking areas, with the exception of spaces reserved for a particular use or any marked handicap space, unless you possess a government issued handicap decal or similar signage.
6. If you are assigned a specific parking space(s) we shall assign you the space(s) and retain the right to change assigned space(s) at our sole discretion.
7. You understand and accept that we have the right at any time, without notice, to tow unauthorized or non-registered vehicles from any parking space on the property.
8. You agree to use parking spaces in accord with the terms of the Lease and Community Rules.
9. Any vehicles which are improperly parked or are in violation of this addendum, the terms of the Lease or Community Rules will be towed at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

10. You understand that we will not be held liable for any damage or theft that may occur while your vehicle(s) is parked on any part of the property. Upon signing this agreement you knowingly accept the risk of parking any vehicle(s) on the property.

11. Any action by you, any occupant, guest, or visitor that violates this addendum shall constitute a violation of the Lease Contract.

12. You understand and agree that any judgment of possession entered against you shall be a judgment for possession of any parking spaces which you are entitled to under this addendum. Once such judgment is rendered and executed upon you, you shall immediately remove all vehicles from the property parking areas. If you fail to remove your vehicle(s), we shall tow the vehicle(s) at your expense. You agree that we shall not be liable to you for damages related to the physical towing nor any consequential damages you may incur through loss of use of the vehicle(s).

COST FOR PARKING

Resident agrees to pay a onetime fee of \$ _____ per vehicle on or before the _____ day of _____, _____ in alternative resident agrees to pay \$ _____ monthly per vehicle due on or before the _____ day of the month. If no amount is filled in parking shall be free for properly registered and authorized vehicles.

Resident understands and accepts that all parking rights and privileges will immediately be revoked in the case that resident is _____ days delinquent in paying the required parking fee.

Resident agrees to pay \$ _____ NSF fee for all checks returned for non-sufficient funds.

VEHICLE INFORMATION:

Vehicle 1
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 2
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

Vehicle 3
Make: _____
Model & Year: _____
State: _____
License Plate: _____
Permit Number: _____
Phone Number: _____
Parking Space: _____

OFFICIAL COPY Dec 15 2023

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

**SAMPLE
NOT A VALID FORM**



**RALEIGH ADDENDUM
CAUSING A STRIKE IS A DEFAULT OF THE LEASE CONTRACT;
APARTMENT UNIT REGISTRATION FEE**



Becomes part of Lease Contract

Date: _____
(when this Addendum is filled out)

1. UNIT DESCRIPTION.

Unit No. _____

_____ (street address)
in Raleigh, North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

The terms "you" and "your" refer to all residents listed herein and all occupants, visitors or guests; and the terms "we," "us" and "our" refer to the owner named in the Lease Contract. For purposes of this addendum, the terms "property" and "premises" mean the apartment community. The terms "unit" or "apartment" means the dwelling unit leased by the resident(s).

3. REGULATED ACTIVITIES, ASSESSMENT OF STRIKES AND DAMAGES. The Ordinance also allows the City of Raleigh to assess a "Strike" ("Strike") for any of the following occurrences ("Regulated Activities"):

- A. Possession of an unlicensed, uninspected or inoperable vehicle at the apartment community;
- B. Violations of the noise regulations defined in § 12-5007;
- C. Violations of the occupancy regulations defined in § 10-5151;
- D. Violations of § 13-3017;
- E. Causing a nuisance pursuant to § 12-6002;
- F. Engaging in any criminal actions including but not limited to disorderly conduct, unlawful possession of weapons, prostitution, or possession of stolen property.

Any act or omission by you that results in a Strike against any property owned by us is a material breach and default of the Lease Contract. Any criminal acts or omissions by you during the term of the Lease Contract (whether such acts are committed at the property or elsewhere) shall be deemed to be Regulated Activities and place you in material breach and default of the Lease Contract. In the event you engage in conduct that a reasonable person would deem a Regulated Activity or are charged with a violation of any Regulated Activities (whether the violation is civil or criminal in nature)

you shall be in material default of the Lease Contract regardless of whether your behavior results in an arrest, conviction, citation or any formal civil or criminal liability.

Immediately upon default, we shall have all rights and remedies under the law, including but not limited to the right to enter and re-take possession of the unit without any form of notice to you. We may also file a summary ejectment action against you. You need not be arrested, convicted, receive a citation from the City of Raleigh or admit liability for us to succeed in the summary ejectment proceeding.

In the event your acts or omissions cause a Strike or probationary status to be placed against the property or the unit by the City of Raleigh we shall be entitled to damages including but not limited to the following: (1) lost rents or other revenue, (2) fines, fees, penalties or other assessments by the City of Raleigh or any other any other entity, (3) attorneys fees and (4) any diminution in value of the apartment community.

4. NOTICE. You must notify us of any civil or criminal citations or warnings issued to you, any other residents, your occupants or guests from any government official within twenty four hours of citation.

5. INDEMNIFICATION. To the extent allowed by law, you agree to hold us harmless and to indemnify us from any and all lawsuits, costs, loss rents or other revenues, fines, penalties, fees, attorney's fees, or other damages that we incur as a result of your breach of this addendum or the Lease Contract.

6. MISCELLANEOUS. Any provision of this Addendum that is prohibited by or unenforceable under any law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Addendum. All remedies are cumulative. Failure by us to exercise all or any of our remedies under this addendum or the Lease Contract does not constitute a waiver or waive any of our rights.

SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign and date)

Owner or Owner's Representative
(Signs and dates below)

APPROVAL OR DENIAL OF REASONABLE ACCOMMODATION AND/OR REASONABLE MODIFICATION REQUEST



To: _____

Dear Resident or Applicant:

On _____ (date), you requested a reasonable accommodation and/or modification to the dwelling located at Unit No. _____ at _____ (street address) in _____ (city), North Carolina, _____ (zip code).

We have approved your request, as follows (check all that apply):

We will grant the following accommodation(s):

We will allow the following modification(s):

The foregoing modification shall be made at your expense at our expense.

Other: _____

After careful consideration, we have not approved your request because (check all that apply):

Based on the information provided it does not appear that you are a person with a disability within the meaning of the Fair Housing Act.

The accommodation and/or modification you requested is either not reasonable and/or not necessary because:

We have concluded that the specific accommodation and/or modification that you are requesting will impose an undue financial and administrative burden on our operations or will create a substantial risk of harm to you or to other persons in the community.

We have concluded that the specific accommodation and/or modification you have requested will fundamentally alter the nature of services or resources that this community provides.

Based on the information provided, it does not appear that the accommodation and/or modification you have requested is related to your disability.

Based on the information provided, it does not appear that the accommodation and/or modification you have requested is necessary to allow you an equal opportunity to use and enjoy your housing.

Other: _____

If you feel we have made this decision in error, or if there is additional information you would like to provide us that you believe is relevant to our decision, we would like to discuss this matter with you. Please feel free to contact _____ [name of housing representative] to schedule an appointment. Note that if there are alternative accommodations and/or modifications that you believe would be equally as effective as the accommodation or modification we are unable to provide, we are happy to consider those as well in a follow up discussion.

Date

Owner or Owner's Representative Signature

SAMPLE
NOT A VALID FORM



REASONABLE MODIFICATIONS AND ACCOMMODATIONS POLICY



1. DWELLING UNIT DESCRIPTION.

Unit No. _____
_____ (street address) in
_____ (city), North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

3. EQUAL HOUSING OPPORTUNITY POLICY. We provide rental housing on an equal opportunity basis. Consistent with this policy, we welcome persons with disabilities to our community and will not discriminate against any person because of his or her disability, or his or her association with anyone with a disability. In addition, we know that it may sometimes be necessary for persons with disabilities to be able to make modifications to their surroundings or to have accommodations made in our practices or procedures to enable them to fully enjoy and use their housing, and we have created the policy described herein to meet that need.

4. PURPOSE OF POLICY. A resident or applicant may be entitled under state and federal fair housing laws to a reasonable accommodation and/or reasonable modification when needed because of a disability of the resident, the applicant, and/or a person associated with a resident or applicant such as a member of the household or frequent guest. The reasonable accommodation and/or reasonable modification must be necessary for the individual with the disability to have an equal opportunity to fully use and/or enjoy housing services offered to other residents and/or the individual dwelling unit. We will grant requests for accommodations or modifications that are reasonable and necessary because of a disability, would not impose an undue financial or administrative burden on our operations, and do not fundamentally alter the nature of services or resources we provide as part of our housing program.

5. DEFINITIONS.

A. Disability. The Federal Fair Housing Act defines a person with a disability to include: (1) individuals with a physical or mental impairment that substantially limits one or more major life activities; (2) individuals who are regarded as having such an impairment; or (3) individuals with a record of such an impairment.

B. Reasonable Modifications. A reasonable modification is a structural change made to existing premises, occupied or to be occupied, by a person with a disability, in order to afford such person full enjoyment of the premises. These are typically structural changes to interiors and exteriors of dwellings and to common and public use areas, which are necessary to accommodate a person with a disability. Depending on the nature of the request, reasonable modifications are typically granted at the expense of the person requesting them.

C. Reasonable Accommodation. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common areas.

6. REQUESTS FOR REASONABLE MODIFICATIONS.

A. Generally. If you are a resident or an applicant (i) with a disability, or (ii) with someone associated with you who has a disability, you have the right to request a reasonable modification to your dwelling or the common areas, in accordance with fair housing laws, if such modifications may be necessary to allow you to have an equal opportunity to fully use and/or enjoy your dwelling.

B. Reasonable Modification Expenses. Expenses for reasonable modifications, and restoration expenses, if applicable, of such modifications, shall be allocated in accordance with state and federal fair housing laws.

C. Permission Required, Evaluation of Disability. If you would like to request a reasonable modification to your dwelling or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.

D. Reasonable Assurances. Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the dwelling to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.

E. Restoration Reimbursement. At the end of your tenancy, you may be responsible to restore the interior of your dwelling to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your dwelling in excess of ordinary wear and tear.

F. Alternative Modification. Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

7. REQUESTS FOR REASONABLE ACCOMMODATIONS.

- A. Generally.** We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your dwelling, and the public and common areas of the premises, and as otherwise required by law.
- B. Request for Accommodation, Evaluation of Disability.** If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.
- C. Alternative Accommodation.** Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

8. OWNER RESPONSIBILITY. We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

9. AMENDMENT TO POLICY. This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control. If you have any questions about this policy, you should contact:

by writing or calling:

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing

NOT A VALID FORM



**REQUEST FOR REASONABLE ACCOMMODATION
AND/OR MODIFICATION TO RENTAL UNIT**



OFFICIAL COPY

Dec 15 2023

DATE: _____

NAME OF RESIDENT or APPLICANT: _____

DWELLING UNIT DESCRIPTION: Unit No. _____ at _____ (street address) in _____ (city), North Carolina, _____ (zip code).

You have requested a reasonable accommodation or reasonable modification with regard to your housing.

1. **Do you consider yourself to have a disability? NOTE: The Fair Housing Act defines a person with a disability to include individuals with a physical or mental impairment that substantially limits one or more major life activities.**

- Yes
- No
- I don't know

2. **Please describe the reasonable accommodation and/or modification you are requesting (check all that apply):**

I am requesting the following reasonable accommodation (a "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces):

I am requesting the following reasonable modification to the premises (a "reasonable modification" is a structural change made to existing premises, occupied or to be occupied by a person with a disability, in order to afford such person full enjoyment of the premises):

3. **Please describe how the requested accommodation or modification is necessary because of your disability. You do not need to disclose any medical information or the nature or severity of the disability; we simply need to know how your requested accommodation and/or modification is necessary and related to your disability.**

If we need additional information to evaluate your request, we will let you know. If we will need to seek verification of either the existence of the disability or the disability-related need for the accommodation and/or modification you have requested, we will ask that you identify a third party who has familiarity with your disability in a professional setting to complete a verification form we will provide. You will also be asked to sign a release allowing said third-party to respond to the verification request.

I hereby state that all of the information provided by me in this Request Form is true to the best of my knowledge and understanding.

Resident or Applicant Signature

Date



REASONABLE ACCOMMODATIONS/MODIFICATIONS
VERIFICATION FORM



Dear Verifier:

_____ (property) provides reasonable accommodations and/or modifications to our residents with disabilities who have a disability-related need for the reasonable accommodation and/or modification. A reasonable accommodation is a change, exception, or adjustment made to a rule, policy, practice or service **that is necessary because of a disability** for the resident to have an equal opportunity to use and/or enjoy an apartment community. A "reasonable modification" is a physical and/or structural change to the dwelling and/or common areas **that is necessary because of a disability** for the resident to have an equal opportunity to fully use and/or enjoy an apartment community. The signed release below authorizes you to provide the information requested on this form relating to the resident's/applicant's request for an accommodation and/or modification due to a disability.

Name of Resident or Applicant (print): _____

Request for Reasonable Accommodation and/or Modification (what specific accommodation and/or modification is the Resident or Applicant requesting?):

Signature of Resident or Applicant: _____

By signing this Verification Form, the person identified above has authorized the verifier identified below to provide answers to the questions below to the best of his/her knowledge, solely for the purpose of determining the disability-related need for the accommodation and/or modification requested.

1. Is this Resident/Applicant disabled? State and federal laws define a person with a disability to include individuals with a physical or mental impairment that substantially limits one or more major life activities. This definition does not include the current illegal use of controlled substances.

Yes No I don't know

2. Please describe in what manner this disability substantially limits one or more of the Resident's/Applicant's major life activities (Do NOT reveal the specific NATURE OR SEVERITY of the individual's disability):

3. Does this Resident/Applicant need the accommodation and/or modification requested above to alleviate one or more symptoms of the person's disability so that the person can have an equal opportunity to use and/or enjoy his/her housing?

Yes No

4. If yes, please describe how this accommodation will enable the Resident/Applicant to use and/or enjoy this housing.

5. Do you have (or have you in the past had) a therapeutic relationship with _____ with regard to this person's disability for purposes other than verifying the stated need for an assistance animal in housing as a reasonable accommodation to that disability?

6. Are you licensed in North Carolina?

- Yes No, I am licensed in _____ (state)
- My profession is not required to be licensed

Name and professional title of Verifier

Signature of Verifier

Date

Address

Telephone

PLEASE RETURN THIS FORM TO:

Name: _____

c/o: _____

Address: _____

Email: _____

Fax: _____

Phone: _____

NOT A VALID FORM
SAMPLE



**LEASE ADDENDUM
FOR REMOTE CONTROL, CARD, OR CODE ACCESS GATE**



1. DWELLING UNIT DESCRIPTION.

Unit No. _____
 _____ (street address) in
 _____ (city), North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
 Owner's name: _____

Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. REMOTE CONTROL/CARDS/CODE FOR GATE ACCESS.

- Remote control for gate access. Each person who is listed as a resident on the lease will be given a remote control at no cost to use during his or her residency. Each additional remote control for you or other occupants will require a \$ _____ non-refundable fee.
- Cards for gate access. Each person who is listed as a resident on the lease will be given a card at no cost to use during his or her residency. Each additional card for you or other occupants will require a \$ _____ non-refundable fee.
- Code for gate access. Each resident will be given, at no cost, an access code (keypad number) for the pedestrian or vehicular access gates. It is to be used only during your residency. We may change the access code at any time and will notify you of any such changes.

4. DAMAGED, LOST OR UNRETURNED REMOTE CONTROLS, CARDS OR CODE CHANGES.

- If a remote control is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement. If a remote control is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- If a card is lost, stolen or damaged, a \$ _____ fee will be charged for a replacement card. If a card is not returned or is returned damaged when you move out, there will be a \$ _____ deduction from the security deposit.
- We may change the code(s) at any time and notify you accordingly.

5. REPORT DAMAGE OR MALFUNCTIONS. Please immediately report to the office any malfunction or damage to gates, fencing, locks or related equipment.

6. FOLLOW WRITTEN INSTRUCTIONS. We ask that you and all other occupants read the written instructions that have been furnished to you regarding the access gates. This is important because if the gates are damaged by you or other occupants, guests or invitees through negligence or misuse, you are liable for the damages under your lease, and collection of damage amounts will be pursued.

PERSONAL INJURY AND/OR PERSONAL PROPERTY DAMAGE. Except as specifically required by law, we have no duty to maintain the gates and cannot guaranty against gate malfunctions. We make no representations or guarantees to you concerning security of the community. Any measures, devices, or activities taken by us are solely for the benefit of us and for the protection of our property and interests, and any benefit to you of the same is purely incidental. Anything mechanical or electronic is subject to malfunction. Fencing, gates or other devices will not prevent all crime. No security system or device is foolproof or 100 percent successful in deterring crime. Crime can still occur. Protecting residents, their families, occupants, guests and invitees from crime is the sole responsibility of residents, occupants and law enforcement agencies. You should first call 911 or other appropriate emergency phone numbers if a crime occurs or is suspected. We are not liable to any resident, family member, guest, occupant or invitee for personal injury, death or damage/loss of personal property from incidents related to perimeter fencing, automobile access gates and/or pedestrian access gates unless it arises from our misconduct. We reserve the right to modify or eliminate security systems other than those statutorily required. You will be held responsible for the actions of any persons to whom you provide access to the community.

7. RULES IN USING VEHICLE GATES.

- Always approach entry and exit gates with caution and at a very slow rate of speed.
- Never stop your car where the gate can hit your vehicle as the gate opens or closes.
- Never follow another vehicle into an open gate. Always use your card to gain entry.
- Report to management the vehicle license plate number of any vehicle that piggybacks through the gate.
- Never force the gate open with your car.
- Never get out of your vehicle while the gates are opening or closing.
- If you are using the gates with a boat or trailer, please contact management for assistance. The length and width of the trailer may cause recognition problems with the safety loop detector and could cause damage.
- Do not operate the gate if there are small children nearby who might get caught in it as it opens or closes.
- If you lose your card, please contact the management office immediately.
- Do not give your card or code to anyone else.
- Do not tamper with gate or allow your occupants to tamper or play with gates.

**RENTAL APPLICATION FOR
RESIDENTS AND OCCUPANTS**
*(Each co-applicant and each occupant 18 years old
and over must submit a separate application.)*



Date when filled out: _____

APPLICANT INFORMATION			
Full Name <i>(Exactly as it appears on Driver's License or Govt. ID card)</i>			
Former Name <i>(if applicable)</i>		Gender <i>(Optional)</i>	
Birthdate	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Home Phone Number	Cell Phone Number	Work Phone Number	
Email Address			
Marital Status: <input type="checkbox"/> single <input type="checkbox"/> married <input type="checkbox"/> widowed <input type="checkbox"/> separated		Do you or any occupant smoke? <input type="checkbox"/> yes <input type="checkbox"/> no	
I am applying for the apartment located at:			
Is there another co-applicant? <input type="checkbox"/> yes <input type="checkbox"/> no			
Co-applicant Name			
Email			
Co-applicant Name			
Email			
Co-applicant Name			
Email			
Co-applicant Name			
Email			
Co-applicant Name			
Email			
OTHER OCCUPANTS			
Full Name		Relationship	
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Full Name		Relationship	
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Full Name		Relationship	
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Full Name		Relationship	
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Full Name		Relationship	
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	
Full Name		Relationship	
Date of Birth	Social Security #	Driver's License #	State
Government Photo ID card #		Type	

NOT A VALID FORM

RESIDENCY INFORMATION			
Current Home Address (where you live now)			
City	State	Zip Code	Do you <input type="checkbox"/> rent or <input type="checkbox"/> own?
Dates: From	To	\$ Monthly Payment	
Apartment Name			
Landlord/Lender Name			Phone
Reason for Leaving			
<i>(The following is only applicable if at current address for less than 6 months.)</i>			
Previous Home Address			
City	State	Zip Code	Do you <input type="checkbox"/> rent or <input type="checkbox"/> own?
Dates: From	To	\$ Monthly Payment	
Apartment Name			
Landlord/Lender Name			Phone
Reason for Leaving			
EMPLOYMENT INFORMATION			
Present Employer		Address	
City	State	Zip Code	Work Phone
Dates: From	To	\$ Gross Monthly Income	
Position			
Supervisor Name			Phone
<i>(The following is only applicable if at current employer for less than 6 months.)</i>			
Previous Employer		Address	
City	State	Zip Code	Work Phone
Dates: From	To	\$ Gross Monthly Income	
Position			
Supervisor Name			Phone
ADDITIONAL INCOME			
<i>(Income must be verified to be considered)</i>			
Type	Source	\$ Gross Monthly Amount	
Type	Source	\$ Gross Monthly Amount	
CREDIT HISTORY (if applicable)			
If applicable, please explain any past credit problem:			
RENTAL/CRIMINAL HISTORY			
<i>(Check only if applicable)</i>			
Have you or any occupant listed in this Application ever:			
<input type="checkbox"/> been evicted or asked to move out?			
<input type="checkbox"/> moved out of a dwelling before the end of the lease term without the owner's consent?			
<input type="checkbox"/> declared bankruptcy?			
<input type="checkbox"/> been sued for rent?			
<input type="checkbox"/> been sued for property damage?			
<input type="checkbox"/> been convicted (or received an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime?			
Please indicate the year, location and type of each felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime other than those resolved by dismissal or acquittal. We may need to discuss more facts before making a decision. <i>You represent the answer is "no" to any item not checked above.</i>			

NOT A VALID FORM

REFERRAL INFORMATION			
How did you find us?			
<input type="checkbox"/>	Online search. Website address: _____		
<input type="checkbox"/>	Referral from a person. Name: _____		
<input type="checkbox"/>	Social Media. Which one? _____		
<input type="checkbox"/>	Other _____		
EMERGENCY CONTACT			
Emergency contact person over 18, who will not be living with you:			
Name _____		Relationship _____	
Address _____		City _____	
State _____	Zip Code _____	Home Phone # _____	Cell Phone # _____
Work Phone # _____		Email Address _____	
VEHICLE INFORMATION (if applicable)			
List all vehicles owned or operated by you or any occupants (including cars, trucks, motorcycles, trailers, etc.).			
Make _____	Model _____	Color _____	
Year _____	License Plate # _____	State _____	
Make _____	Model _____	Color _____	
Year _____	License Plate # _____	State _____	
Make _____	Model _____	Color _____	
Year _____	License Plate # _____	State _____	
Make _____	Model _____	Color _____	
Year _____	License Plate # _____	State _____	
PET INFORMATION (if applicable)			
You may not have any animal in your unit without management's prior authorization in writing. If we allow your requested animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges.			
Name _____	Type _____	Breed _____	
Gender _____	Weight _____	Color _____	
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no		
Name _____	Type _____	Breed _____	
Gender _____	Weight _____	Color _____	
Age _____	Assistance Animal Status: <input type="checkbox"/> yes <input type="checkbox"/> no		
APPLICATION AGREEMENT			
<p>The following Application Agreement will be signed by you and all co-applicants prior to signing a Lease Contract. While some of the information below may not yet apply to your situation, there are some provisions that may become applicable prior to signing a Lease Contract. In order to continue with this application, you need to review the Application Agreement carefully and acknowledge that you accept its terms.</p>			
<p>1. Lease Contract Information. The Lease Contract contemplated by the parties will be the current Lease Contract. Special information and conditions must be explicitly noted on the Lease Contract.</p>			
<p>2. Approval When Lease Contract Is Signed in Advance. If you and all co-applicants have already signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of our approval, sign the Lease Contract, and then credit the application deposit of all applicants toward the required security deposit or other amounts owed under the Lease Contract when the Lease Contract has been signed.</p>			
<p>3. Approval When Lease Contract Isn't Yet Signed. If you and all co-applicants have not signed the Lease Contract when we approve the Application, our representative will notify you (or one of you if there are co-applicants) of the approval, sign the Lease Contract when you and all co-applicants have signed, and then credit the application deposit of all applicants toward the required security deposit or other amounts owed under the Lease Contract when the Lease Contract has been signed.</p>			
<p>4. If you Fail to Sign Lease Contract After Approval. Unless we authorize otherwise in writing, you and all co-applicants must sign the Lease Contract within 3 days after we give you our approval in person or by telephone or within 5 days after we mail you our approval. <i>If you or any co-applicant fails to sign as required, we may keep the application deposit as liquidated damages, and terminate all further obligations under this Agreement.</i></p>			
<p>5. If You Withdraw Before Approval. <i>If you or any co-applicant withdraws an Application or notifies us that you've changed your mind about renting the dwelling unit, we'll be entitled to retain all application deposits as liquidated damages, and the parties will then have no further obligation to each other.</i></p>			
<p>6. Approval/Non-Approval. We will notify you whether you've been approved within 10 days after the date we receive a completed Application. Your Application will be considered "disapproved" if we fail to notify you of your approval within 10 days after we have received a completed Application. Notification may be in person or by mail or telephone unless you have requested that notification be by mail. You must not assume approval until you receive actual notice of approval. The 10-day time period may be changed only by separate written agreement.</p>			
<p>7. Refund after Non-Approval. If you or any co-applicant is disapproved or deemed disapproved under Paragraph 6, we'll refund all application deposits within 30 days of such disapproval. Refund checks may be made payable to all co-applicants and mailed to one applicant.</p>			
<p>8. Extension of Deadlines. If the deadline for signing, approving, or refunding under paragraphs 4, 6, or 7 falls on a Saturday, Sunday, or a state or federal holiday, the deadline will be extended to the end of the next business day.</p>			

LEASE CONTRACT AMENDMENT
TO ADD OR CHANGE A ROOMMATE
DURING LEASE TERM

(This amendment is not intended for use after the original lease term has expired.)



Date: _____
(when this Addendum is filled out)

1. PURPOSE OF AMENDMENT. This is an Amendment to the Lease Contract dated the _____ day of _____, _____ (year) between (owner) _____

and ("residents") (list all original residents in paragraph 1 of Lease Contract)

on the dwelling located at _____

_____ in _____ North Carolina

The purpose of this Amendment is to (check one or both):
 add a new resident, or delete an existing resident who is moving or has already moved out.

2. NEW RESIDENT.

_____ ("new resident") may move into the dwelling as a resident under the Lease Contract.

3. OLD RESIDENT.

_____ ("old resident") (check one) has moved out or will move out. Upon move-out, old resident may no longer live in the dwelling. The old resident is or is not released from the obligation to perform under the Lease Contract. If the old resident is not released, he or she will continue to be obligated to perform under the Lease Contract if the new or remaining residents fail to perform their obligations under the Lease Contract.

4. REMAINING RESIDENTS. The residents who earlier signed the Lease Contract and are not moving out ("remaining residents") will continue to be obligated to perform under the Lease Contract.

5. CHANGEOVER DATE. New resident may move in on _____, _____ (year) ("change-over date"). Old resident will move out before that date.

6. SECURITY DEPOSIT. The security deposit will be handled as follows (check one or more as appropriate):

- Old resident will transfer his or her share of the existing security deposit to new resident, and new resident will be entitled to old resident's undivided share of any security deposit refund at the end of the Lease Contract term or renewal period, less lawful deductions.
- Old resident will not transfer his or her share of the existing security deposit to new resident.

Old resident will be entitled to a refund of \$ _____ of the existing security deposit within 30 days after old resident moves out (less lawful deductions), and such amount will be mailed to old resident at the forwarding address below.

Old resident will be entitled to be a co-payee of any security deposit refund, less lawful deductions, within 30 days after all residents move out at the end of the Lease Contract term.

New resident will pay \$ _____ to owner as an extra general security deposit, in addition to existing security deposits being held by owner.

7. GUARANTORS. New resident will (check one):

have the following guarantor(s) guarantee the Lease Contract: _____; or

not have any guarantor guarantee the Lease Contract.

Any guarantor for old resident will (check one of the following if old resident has a guarantor):

continue to be liable under the Lease Contract until the end of the original Lease Contract term; or

be released from liability under the guaranty when this Amendment becomes effective.

8. DAMAGES AND CHARGES. New resident accepts the dwelling in the condition existing at the beginning of the Lease Contract term according to the move-in inventory signed by the original residents. Security deposit deductions, if any, will be made regardless of whether damages or charges occurred before or after the changeover date and regardless of which resident, occupant, or guest may have been at fault.

9. EXISTING KEYS. Old resident (check one) has turned over or will turn over his or her key(s) and access device(s) to (check one) new resident, remaining residents, owner, or not applicable.

10. REKEYING. The dwelling has a keyless deadbolt (keyless bolting device) on each exterior entry door. Owner is not required to rekey keyed locks when roommates are added or changed; but new resident and remaining residents can request rekeying at their expense. New resident and remaining residents (check one) do or do not request that exterior door(s) be rekeyed when old resident moves out. If neither is checked, no rekeying is requested. If requested, the rekeying charge will be \$ _____.

11. EFFECTIVE DATE. This Amendment becomes effective when all of the following occur (except to the extent that owner has waived any requirement in writing):

- new resident has completed and signed a Rental Application;
- any guarantors required under paragraph 7 have completed, signed, and returned a Lease Contract Guaranty to owner;
- owner has approved the Rental Application of new resident and the Guaranty by any guarantor;
- new resident complies with paragraph 6 regarding security deposits; and
- this Amendment is signed by all parties.

12. SIGNATURES ON LEASE CONTRACT UNNECESSARY. When this Amendment becomes effective, new resident's name and signature will be deemed as inserted in paragraph 1 and on the last page of the Lease Contract. Therefore, it will not be necessary for anyone to sign or initial the Lease Contract itself. Signature of a resident who has already moved out in violation of the Lease Contract is not necessary.

**LEASE CONTRACT ADDENDUM
FOR SATELLITE DISH OR ANTENNA**



Under a Federal Communications Commission (FCC) order, you as our resident have a right to install a transmitting or receiving satellite dish or antenna on the leased dwelling, subject to FCC limitations. We as a rental housing owner are allowed to impose reasonable restrictions relating to such installation. You are required to comply with these restrictions as a condition of installing such equipment. This addendum contains the restrictions that you and we agree to follow.

1. DWELLING UNIT DESCRIPTION.

Unit No. _____
 _____ (street address) in
 _____ (city), North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
 Owner's name: _____

 Residents (list all residents):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of the Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. NUMBER AND SIZE. You may install _____ satellite dish(es) or antenna(s) on the leased premises. A satellite dish may not exceed one meter (3.3 feet) in diameter. Antennas that only transmit signals or that are not covered by 47 CFR § 1.4000 are prohibited.

4. LOCATION. Your satellite dish or antenna must be located: (1) inside your dwelling; or (2) in an area outside your dwelling such as a balcony, patio, yard, etc. of which you have exclusive use under your lease. Installation is not permitted on any parking area, roof, exterior wall, window, window sill, fence or common area, or in an area that other residents are allowed to use. A satellite dish or antenna may not protrude beyond the vertical and horizontal space that is leased to you for your exclusive use.

5. SAFETY AND NON-INTERFERENCE. Your installation: (1) must comply with all applicable ordinances and laws and all reasonable safety standards; (2) may not interfere with our cable, telephone or electrical systems or those of neighboring properties; (3) may not be connected to our telecommunication systems; and (4) may not be connected to our electrical system except by plugging into a 110-volt duplex receptacle. If the satellite dish or antenna is placed in a permitted outside area, it must be safely secured by one of three methods: (1) securely attaching it to a portable, heavy object such as a small slab of concrete; (2) clamping it to a part of the building's exterior that lies within your leased premises (such as a balcony or patio railing); or (3) any other method approved by us in writing. No other methods are allowed. We may require reasonable screening of the satellite dish or antenna by plants, etc., so long as it does not impair reception.

6. SIGNAL TRANSMISSION FROM EXTERIOR DISH OR ANTENNA TO INTERIOR OF DWELLING. You may not damage or alter the leased premises and may not drill holes through outside walls, door jams, window sills, etc. If your satellite dish or antenna is installed outside your dwelling (on a balcony, patio, etc.), the signals received by it may be transmitted to the interior of your dwelling only by the following methods: (1) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall (that will not need to be enlarged to accommodate the cable); (3) connecting cables "through a window pane," similar to how an external car antenna for a cellular phone can be connected to inside wiring by a device glued to either side of the window—without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the dwelling; or (5) any other method approved by us in writing.

7. SAFETY IN INSTALLATION. In order to assure safety, the strength and type of materials used for installation must be approved by us. Installation must be done by a qualified person or company approved by us. Our approval will not be unreasonably withheld. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified.

8. MAINTENANCE. You will have the sole responsibility for maintaining your satellite dish, antenna and all related equipment.

9. REMOVAL AND DAMAGES. You must remove the satellite dish or antenna and all related equipment when you move out of the dwelling. In accordance with the Lease Contract, you must pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be reasonably necessary to restore the leased premises to its condition prior to the installation of your satellite dish, antenna or related equipment. You will not be responsible for normal wear.

10. LIABILITY INSURANCE. You must take full responsibility for the satellite dish, antenna and related equipment. If the dish or antenna is installed at a height that could result in injury to others if it becomes unattached and falls, you must provide us with evidence of liability insurance (if available) to protect us against claims of personal injury and property damage to others, related to your satellite dish, antenna and related equipment. The insurance coverage must be \$ _____, which is an amount reasonably determined by us to accomplish that purpose. Factors affecting the amount of insurance include height of installation above ground level, potential wind velocities, risk of the dish/antenna becoming unattached and falling on someone, etc.

11. SECURITY DEPOSIT. An additional security deposit of \$ _____ will be charged. We (check one) will consider or will not consider this additional security deposit a general security deposit for all purposes. The security deposit amount in the Security Deposit paragraph of the Lease Contract (check one) does or does not include this additional deposit amount. Refund of the additional security deposit will be subject to the terms and conditions set forth in the Lease Contract regardless of whether it is considered part of the general security deposit.

SHORT-TERM LEASE ADDENDUM



1. DWELLING UNIT DESCRIPTION.

Unit No. _____
_____ (street address) in
_____ (city), North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: _____
Owner's name: _____

Residents (list all residents):

Blank lines for listing residents

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. PURPOSE OF ADDENDUM. We recognize that you have special circumstances that require a short-term Lease Contract. By entering this Addendum with you, we have agreed to modify the terms of your Lease Contract to allow more flexibility in your lease term and move-out notice.

4. LEASE CONTRACT TERMS. The language of the Lease Term paragraph of the Lease Contract is deleted in its entirety and replaced by the language in this Addendum:

The initial term of the Lease Contract begins on the _____ day of _____, _____ (year), and ends at midnight on the _____ day of _____, _____ (year).

The Lease Contract, as amended by this Addendum, does not automatically renew. The Lease Contract will terminate on the date indicated above, unless you provide us with a written request to renew or extend the Lease Contract term and we give you written or electronic approval of your request.

5. WAIVER AND MODIFICATION OF MOVE-OUT NOTICE.

The language of the Move-Out Notice paragraph of the Lease Contract is deleted in its entirety and replaced by the language in this Addendum:

We agree to waive the move-out notice required to be given by you prior to the end of the Lease Contract term. As a courtesy, we request that you provide us with a written notice of your move-out date.

Resident or Residents
(All residents must sign)

Blank lines for resident signatures

Moving out prior to the end of the Lease Contract term will not release you from liability for the full term of the Lease Contract, any renewal term(s), and/or lease extensions. You will still be liable for the entire Lease Contract term if you move out early (Early Move-Out paragraph), except as otherwise expressly set forth in the Lease Contract.

6. SHOWING THE UNIT. We may begin showing your unit to prospective residents 30 days before your Lease Contract term ends, per the When We May Enter paragraph of the Lease Contract.

7. OTHER RIGHTS UNCHANGED. Except as otherwise expressly set forth in this Addendum, all other contractual rights and obligations of both you and us under the Lease Contract remain unchanged.

8. OBLIGATION TO VACATE. You have an obligation to vacate the dwelling at the end of the Lease Contract term. Please contact us if moving out by the end of the Lease Contract term becomes a problem for you. You may be able to extend your Lease Contract term if we have not already relet the dwelling to others. We and any successor residents who may be leasing your unit will be relying on your moving out per the Lease Contract termination date. Therefore, you may not hold over beyond such a date without our written or electronic consent—even if it means you have to make plans for temporary lodging elsewhere. You will be subject to the terms and conditions of the Default by Resident paragraph of the Lease Contract should you hold over.

9. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this form:

Blank lines for special provisions

10. SEVERABILITY. If any provision of this Addendum or Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

Owner or Owner's Representative
(signs below)

Date of Signing Addendum



STUDENT LEASE GUARANTY AGREEMENT

Do not sign this Guaranty Agreement unless you understand that you have the same liability as all residents for rent and other money owed.



LEASE INFORMATION	
About the Lease:	OR Floorplan: _____
Owner's name (or name of apartments): _____	_____
_____	City/State/Zip: _____
Resident name: _____	Rent for the term: \$ _____
Street address: _____	Installment amount: \$ _____
_____	Number of installments: _____
Unit No.: _____	Beginning date of Lease: _____
Bedroom No.: _____ (if available)	Ending date of Lease: _____

GUARANTOR INFORMATION <i>Use for one guarantor only.</i>	
About the Guarantor:	Phone: _____
Full name (exactly as on driver's license or govt. ID card): _____	Alternative number or cell phone: _____
_____	Email address: _____
Current address: _____	_____

- Scope of Liability.** Each guarantor must submit and execute a separate Guaranty Agreement. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain fully liable for all sums owed to us by the resident, including damages, until all Lease obligations are fulfilled. You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. The term "you" in this Guaranty Agreement refers to the guarantor.
- Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor you will not consider it a waiver of our rights against you. Our remedies against the resident apply to guarantors as well. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
- Location of Performance and Payments.** This Guaranty Agreement is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty Agreement must be made in accordance with the Lease.
- Your Information.** You represent that all information submitted by you on this Guaranty Agreement is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you. You agree the information provided may be used for business purposes.
- Notice.** You acknowledge that we have the right, but not the obligation, to provide you with any notices under the Lease, including notice of default by resident, either at the address of the unit or the address listed on this Guaranty Agreement.
- Signature.** A fax or electronic signature on this Guaranty Agreement will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty Agreement.
- Copy of Lease.** We recommend that you obtain a copy of the Lease and read it. This Guaranty Agreement applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.
- Your Acknowledgments.** You acknowledge that by signing this Guaranty Agreement you unconditionally and fully guarantee all obligations under the Lease, including all rent and charges, late fees, property damage, repair costs, animal-rules-violation charges, and all other sums which may become due under the Lease.
- Severability.** If any provision of this Guaranty Agreement is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Guaranty Agreement.
- Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

Signature of Guarantor (electronic signature documented if blank)

Date Guaranty Agreement is Executed

After signing, please return this Guaranty Agreement to: _____

at (street address or P.O. Box) _____

Our telephone number is: _____

You are entitled to a copy of this Guaranty Agreement when it is fully signed. Keep it in a safe place.

FOR OFFICE USE ONLY

Signature of Guarantor was verified by owner's representative.

Verification was by phone **OR** in person **OR** virtual.

Date(s) of verification: _____

Telephone numbers called (if applicable): _____

Owner's representative who talked to Guarantor: _____



STUDENT LEASE GUARANTY APPLICATION AND AGREEMENT

Do not sign this Guaranty unless you understand that you have the same liability as the resident for rent and other money owed.



LEASE INFORMATION	
About the Lease: Owner's name (or name of apartments): _____ _____ Resident name: _____ Street address: _____ Unit No.: _____ Bedroom No.: _____ (if available)	OR Floorplan: _____ _____ City/State/Zip: _____ Rent for the term: \$ _____ Installment amount: \$ _____ Number of installments: _____ Beginning date of Lease: _____ Ending date of Lease: _____

GUARANTOR INFORMATION <i>Use for one guarantor only.</i>	
About the Guarantor: Full name (exactly as on driver's license or govt. ID card): _____ _____ Current address: _____ Phone: _____ Alternative number or cell phone: _____ Email address: _____ Your Social Security #: _____	Birthdate: _____ Driver's license # and state: _____ OR govt. photo ID card #: _____ Marital status: _____ Gender (Optional): _____ Total number of dependents under the age of 18 or in college: _____ Do you own OR rent your home? _____ If renting, name of apartments: _____ Manager's name: _____ Phone: _____ What relationship are you to the resident(s)? _____ Are you or your spouse a guarantor for any other lease? _____ If so, how many? _____

Your Work: Current employer: _____ Employer's address: _____ Work phone: _____ Alternative phone: _____	Email address: _____ How long with this employer?: _____ Position: _____ Your gross monthly income to \$ _____ Supervisor's name: _____ Phone: _____
--	--

Your Credit and Rental History: Your bank's name: _____ City/State: _____ List major credit cards: _____ To your knowledge, have you, your spouse, or any resident listed in this Guaranty ever: <input type="checkbox"/> been asked to move out? <input type="checkbox"/> broken a rental agreement? <input type="checkbox"/> declared bankruptcy? or <input type="checkbox"/> been sued as a tenant? To your knowledge, has any resident listed in this Guaranty ever: <input type="checkbox"/> been sued for property damage? <input type="checkbox"/> been convicted for received	an alternative form of adjudication equivalent to conviction) of a felony, misdemeanor involving a controlled substance, violence to another person or destruction of property, or a sex crime? Please explain: _____ _____ _____ _____
---	--

Authorization and Acknowledgment:
 You authorize: _____

 (name of owner/agent) to obtain reports from any consumer or criminal record reporting agencies before, during, and after residency on matters relating to a lease by the above owner and to verify, by all available means, the information in this Guaranty, including criminal background information, income history and other information reported by employer(s) to any state employment security agency. Work history information may be used only for this Guaranty. Authority to obtain work history information expires 365 days from the date of this Guaranty. You agree the information provided may be used for business purposes.

1. **Scope of Liability.** Each guarantor must submit and execute a separate Guaranty. Termination of your obligation to guarantee the Lease applies only to future liabilities of the resident. You will remain fully liable for all sums owed to us by the resident, including damages, until all Lease obligations are fulfilled. You agree that your obligations as guarantor will continue and will not be affected by amendments, modifications, roommate changes or deletions, unit changes, or renewals in the Lease Contract which may be agreed to from time to time between resident(s) and us. The term "you" in this Guaranty refers to the guarantor.
2. **Our Remedies.** If we delay or fail to exercise lease rights, pursue remedies, give notices to you, or make demands to you, as guarantor, you will not consider it a waiver of our rights against you. Our remedies against the resident apply to guarantors as well. It is unnecessary for us to sue or exhaust remedies against residents in order for you to be liable.
3. **Location of Performance and Payments.** This Guaranty is part of the Lease and must be performed in the county where the dwelling unit is located. Payments under this Guaranty must be made in accordance with the Lease.
4. **Your Information.** You represent that all information submitted by you on this Guaranty is true and complete. You must inform us of any change of address. We may require this document to be notarized. You authorize verification of your information by consumer reports, rental-history reports, and other means. You acknowledge that our privacy policy is available to you. You agree the information provided may be used for business purposes.
5. **Notice.** You acknowledge that we have the right, but not the obligation, to provide you with any notices under the Lease, including notice of default by resident, either at the address of the unit or the address listed on this Guaranty.
6. **Signature.** A fax or electronic signature on this Guaranty will be binding as an original signature. You do not need to sign or be named in the Lease, only this Guaranty.
7. **Copy of Lease.** We recommend that you obtain a copy of the Lease and read it. This Guaranty applies even if you don't do so. We will give you a copy of the Lease if you request one in writing.
8. **Your Acknowledgments.** You acknowledge that by signing this Guaranty you unconditionally and fully guarantee all obligations under the Lease, including all rent and charges, late fees, property damage, repair costs, animal-rules-violation charges, and all other sums which may become due under the Lease.
9. **Severability.** If any provision of this Guaranty is invalid or unenforceable under applicable law, it won't invalidate the remainder of the Guaranty.

10. **Special Provisions.** The following special provisions control over conflicting provisions of this printed form:

Signature of Guarantor *(electronic signature documented if blank)*

Date Guaranty is Executed

After signing, please return this Guaranty to: _____

at *(street address or P.O. Box)* _____

Our telephone number is: _____

***You are entitled to a copy of this Guaranty when it is fully signed.
Keep it in a safe place.***

FOR OFFICE USE ONLY

Signature of Guarantor was verified by owner's representative.

Verification was by phone **OR** in person **OR** virtual.

Date(s) of verification: _____

Telephone numbers called *(if applicable)*: _____

Owner's representative who talked to Guarantor: _____

SAMPLE
NOT A VALID FORM

**SUPPLEMENTAL RENTAL APPLICATION FOR UNITS
UNDER GOVERNMENT REGULATED AFFORDABLE HOUSING PROGRAMS**



Date: _____
(when this Application is filled out)

- SUPPLEMENTAL INFORMATION.** The purpose of this Supplemental Rental Application is to determine whether you qualify for affordable rental housing under a government regulated affordable housing program. It is very important that you answer all questions fully and accurately.
- EMPLOYMENT UPDATE.** Present employer: _____
Address: _____ City, State, Zip: _____
Work Phone: _____ Position: _____

3. HOUSEHOLD COMPOSITION. List all persons, including yourself, who will be living in your household.

Number of Persons	Full Name	Relationship	Age	Student Status
1 (Head of Household)				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
2				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
3				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
4				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
5				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A
6				<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> N/A

Does anyone live with you now who is not listed above? Yes No. Does anyone plan to live with you in the future who is not listed above? Yes No. If you answered "Yes" to any question, please explain: _____

Are any of the household members listed above: Foster children? Yes No Live-in attendants? Yes No

4. ANNUAL INCOME. List all income of all adults and persons in your household, including those under 18 (except for income earned from employment by persons under the age of 18).

Gross Monthly Income Source: Indicate whether anyone in your household receives income from the following	Applicant	Co-Applicant	Other Household Members	Total
Salary <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Overtime Pay <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Commissions and Fees <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Tips and Bonuses <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Interest and/or Dividends <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Income from Business <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Net Rental Income <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Social Security, Pensions, Retirement Funds, etc., Received Periodically <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Support from Parents or Relatives <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Unemployment Benefits <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Workers' Compensation, etc. <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Court Ordered Child Support or Alimony (regardless whether paid) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
AFDC/TANF <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$	\$	\$
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)	\$	\$	\$	\$

5. ASSETS. List all assets of all adults and persons in your household, including those under the age of 18.

Listing of All Assets	Cash Value	Annual Interest, Dividends or Rent from Assets	Name of Financial Institution or Description of Asset	Account Number
Checking Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Savings Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Credit Union Account(s) <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Stocks, Bonds or Mutual Funds <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Real Estate or Home <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
IRA/Keough Account <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Retirement/Pension Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Trust Fund <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Mortgage Note Held <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Whole Life Insurance Cash Value <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	\$		
Other: <input type="checkbox"/> Yes <input type="checkbox"/> No (explain)	\$	\$		

- CERTIFICATION.** By signing this Supplemental Rental Application, you as the applicant are certifying that all the above information is true and correct. You are consenting to disclosure of income and financial information from your employer(s) and any financial institutions where your assets are kept. You certify that you have not disposed of any assets for less than fair market value in the last two years preceding the date of this application.
- RECERTIFICATION.** If this form is being used for recertification and you have changed employment during the past year, you must complete the "Your Work" section of the NAA Rental Application.

Applicant _____ Date of Signing Application _____
 Co-Applicant _____ Date of Signing Application _____



SUPPLEMENTAL RENTAL APPLICATION FOR NON-U.S. CITIZENS

Each co-resident and each occupant 18 years old and over who is not a U.S. citizen must submit a separate application. Spouses may submit a joint application.



We are requesting you to fill out this Supplemental Rental Application because you have indicated that you are not a U.S. citizen. We are asking all applicants who are not U.S. citizens to fill out this form. We are committed to compliance with fair housing laws and do not discriminate based on race, color, religion, sex, national origin, handicap or familial status. The purpose of this form is:

1. to give you the option to furnish information about an emergency contact person for you in your home country;
2. to verify that you are lawfully in the United States;
3. to determine whether your right to be in the U.S. expires during your Lease Contract term; and
4. to enable us to better cooperate with government officials in the performance of their duties, when requested.

We don't anticipate sharing this Supplemental Application with anyone except government officials who might inquire about you.

ABOUT YOU	YOUR SPOUSE
Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services): _____	Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services): _____
Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____	Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____
Country or countries of which you are a citizen (list all): _____	Country or countries of which you are a citizen (list all): _____
Approximately how long have you been in the United States? Years: _____ Months: _____	Approximately how long have you been in the United States? Years: _____ Months: _____
Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state when and what country or countries (list all): _____	Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state when and what country or countries (list all): _____
Person in your home country whom we may contact in event of an emergency (optional). Name: _____ Relationship: _____ Mailing address: _____ Email address: _____ Phone: _____	Person in your home country whom we may contact in event of an emergency (optional). Name: _____ Relationship: _____ Mailing address: _____ Email address: _____ Phone: _____
Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States: <input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____ <input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____ <input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____ <input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.	Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States: <input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____ <input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____ <input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____ <input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.
<i>If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.</i> Country issuing your passport: _____ Your passport number: _____ Expiration date: _____	<i>If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.</i> Country issuing your passport: _____ Your passport number: _____ Expiration date: _____
Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____ Visa expiration date: _____	Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____ Visa expiration date: _____

We may ask to make a photocopy of any of the USCIS documents checked above and, if needed, your passport and visa.

Applicant's signature _____

Spouse's signature _____

Date _____

OTHER OCCUPANTS AND RESIDENTS

Names of all persons under 18 and other adults who will occupy the unit.

<p>OTHER OCCUPANT/RESIDENT , Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services):</p> <p>_____</p> <p>Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____</p> <p>Country or countries of which you are a citizen (list all): _____</p> <p>Approximately how long have you been in the United States? Years: _____ Months: _____</p> <p>Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state when and what country or countries (list all): _____</p> <p>Person in your home country whom we may contact in event of an emergency (optional). Name: _____ Relationship: _____ Mailing address: _____ Email address: _____ Phone: _____</p> <p>Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States:</p> <p><input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____</p> <p><input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____</p> <p><input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____</p> <p><input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.</p> <p><i>If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.</i></p> <p>Country issuing your passport: _____ Your passport number: _____ Expiration date: _____</p> <p>Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____</p> <p>Visa expiration date: _____</p>	<p>OTHER OCCUPANT/RESIDENT Your full name (exactly as on any card or document issued by U.S. Citizenship and Immigration Services):</p> <p>_____</p> <p>Your place of birth. Please indicate the city, state (region, province, etc.) and country: _____</p> <p>Country or countries of which you are a citizen (list all): _____</p> <p>Approximately how long have you been in the United States? Years: _____ Months: _____</p> <p>Have you ever been asked or ordered by a representative of any government to leave the U.S. or any other country? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please state when and what country or countries (list all): _____</p> <p>Person in your home country whom we may contact in event of an emergency (optional). Name: _____ Relationship: _____ Mailing address: _____ Email address: _____ Phone: _____</p> <p>Please check the U.S. Citizenship and Immigration Services (USCIS) document that entitles you to be in the United States:</p> <p><input type="checkbox"/> Form I-551 Permanent Resident Card [Alien Registration Receipt Card] (form includes photo and fingerprint). Card number: _____</p> <p><input type="checkbox"/> Form I-766 Employment Authorization Document (form includes photo and fingerprint). Expiration date: _____ Card number: _____</p> <p><input type="checkbox"/> Form I-94 Global Entry Form (form does not include photo or fingerprint). Expiration date: _____ Form Number: _____</p> <p><input type="checkbox"/> USCIS receipt for replacement of one of the above documents, with verification by USCIS of your entitlement to the above.</p> <p><i>If you are relying on Form I-94, we will ask to see your passport and visa, and you will need to answer the questions below.</i></p> <p>Country issuing your passport: _____ Your passport number: _____ Expiration date: _____</p> <p>Do you have a visa? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, what type? <input type="checkbox"/> student <input type="checkbox"/> work <input type="checkbox"/> visitor <input type="checkbox"/> other (specify): _____</p> <p>Visa expiration date: _____</p>
--	--

We may ask to make a photocopy of any of the USCIS documents checked above and, if needed, your passport and visa.



SURETY BOND ADDENDUM
Becomes part of Lease Contract



Date: _____
(when this Addendum is filled out)

1. APARTMENT DESCRIPTION. Unit No. _____
_____ (street address) in _____ (city),
North Carolina, _____ (zip code).

2. LEASE CONTRACT DESCRIPTION. Lease Contract Date: _____
Owner's Name: _____

Residents (list all residents): _____

The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest, agents, or assigns).

This Addendum constitutes an Addendum to the Lease Contract, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

We require that you provide us with a security deposit to protect us from any damage or other loss that may occur during the time you lease the dwelling. You may choose to reduce or eliminate the security deposit by purchasing a surety bond from another company. If you purchase a surety bond, the bond will be available to us for recovery of any damage or other loss. Also, if you choose the surety bond, the agreement between you and the surety company will not be part of this lease agreement.

THE MONEY YOU PAY THE SURETY COMPANY IS NOT A SECURITY DEPOSIT AND IS NOT REFUNDABLE. FURTHERMORE, EVEN IF WE MAKE NO CLAIM AGAINST THE SURETY BOND, YOU WILL NOT BE ENTITLED TO ANY REFUND OF THE SURETY BOND PREMIUM AT THE END OF THE LEASE TERM.

If you purchase a surety bond, you will have obligations to the surety that are separate and independent from the duties you have to us under this Lease Contract. YOU WILL NOT BE RELEASED FROM YOUR OBLIGATIONS TO US, EXCEPT TO THE EXTENT THAT WE RECEIVE PAYMENTS FROM THE SURETY WHICH SATISFY YOUR OBLIGATIONS TO US. Specifically, if the surety does not pay the total amount of damage or other loss that we experience (including legal fees), you will be required to pay us for the remaining amount.

Resident or Residents
(All residents must sign here)

Owner or Owner's Representative
(signs here)

Date this Addendum is Signed

NOT A VALID FORM



UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated _____ between _____

("We") and _____

("You") of Apt. No. _____ located at _____ (street address) in _____

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utility and service bills, including charges for usage, deposits, and any charges, taxes, fees, administrative fees or costs associated with the utility services or billing (collectively, "costs"), and the method of metering or otherwise allocating the payment of utility services and costs, will be as indicated below.

- a) Water service to your apartment and costs will be paid by you either:
b) Sewer service to your apartment and costs will be paid by you either:
c) Gas service to your apartment and costs will be paid by you either:
d) Trash service to your apartment will be paid by you either:
e) Electric service to your apartment and costs will be paid by you either:
f) Stormwater service to your apartment will be paid by you either:
g) Cable TV service to your apartment will be paid by you either:
h) Master Antenna service to your apartment will be paid by you either:
i) Internet service to your apartment will be paid by you either:
j) Pest Control service to your apartment will be paid by you either:
k) (Other) _____ service to your apartment will be paid by you either:
l) (Other) _____ service to your apartment will be paid by you either:

METERING/ALLOCATION METHOD KEY

- "1" - Sub-metering of all of your water/gas/electric use
"2" - Flat rate per month
"3" - Allocation based on the number of persons residing in your apartment
"4" - Allocation based on the number of persons residing in your apartment using a ratio occupancy formula
"5" - Allocation based on square footage of your apartment
"6" - Allocation based on a combination of square footage of your apartment and the number of persons residing in your apartment unit
"7" - Allocation based on the number of bedrooms in your apartment
"8" - Allocation based on a lawful formula not listed here
(Note: if "8" is selected, a separate "Exhibit A" will be attached describing the formula used)

2. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATIVE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency, or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____
2. Name of victim: _____
3. Your name (if different from victim's): _____
4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____
6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____
8. Date(s) and times(s) of incident(s) (if known): _____

9. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EMERGENCY TRANSFER
REQUEST FOR CERTAIN
VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet are:

- (1) **You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.
- (2) **You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.
- (3) **You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____
2. Your name (if different from victim's): _____
3. Name(s) of other family member(s) listed on the lease: _____

4. Name(s) of other family member(s) who would transfer with the victim: _____

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

7. Name of the accused perpetrator (if known and can be safely disclosed): _____

8. Relationship of the accused perpetrator to the victim: _____
9. Date(s), Times(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. _____
11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: _____

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

LEASE ADDENDUM
VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT	LANDLORD	UNIT NO. & ADDRESS

This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

Purpose of the Addendum

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

Conflicts with Other Provisions of the Lease

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

Term of the Lease Addendum

The effective date of this Lease Addendum is _____. This Lease Addendum shall continue to be in effect until the Lease is terminated.

VAWA Protections

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

Tenant

Date

Landlord

Date

NOTICE OF OCCUPANCY RIGHTS UNDER
THE VIOLENCE AGAINST WOMEN ACT

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Exp. 06/30/2017

(Name of Housing Provider¹)

Notice of Occupancy Rights under the Violence Against Women Act²

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.³ The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that

_____ is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protection for Applicants

If you otherwise qualify for assistance under _____, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under _____, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

¹ The notice uses HP for housing provider but the housing provider should insert its name where HP is used. HUD’s program-specific regulations identify the individual or entity responsible for providing the notice of occupancy rights.

² Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

³ Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under _____ solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with (contact information for any intermediary, if applicable)

or (HUD field office)

NOT A VALID FORM
SAMPLE

For Additional Information

You may view a copy of HUD's final VAWA rule at _____

(Federal Register Link).

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact (name of program or rental assistance contact information able to answer questions on VAWA)

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact (contact information for relevant local organizations)

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

