



RESIDENTIAL LEASE AGREEMENT SAMPLE

1. BASIC TERMS AND DEFINITIONS OF THIS LEASE AGREEMENT ('Agreement'):

- A. Lessor (Apartment Property or Owner): Burgess Management Group, Inc. Agent for:
B. Lessee (s) (Full Legal Name):

Names of Authorized Occupants and Relationship to Lessee(s):

Table with 3 columns: Occupants' Name, Relationship, Age

As used in this Agreement, the term 'Resident' refers to the Lessee(s) and any Authorized Occupants. If this Agreement is executed by more than one Lessee, each Lessee shall be jointly and severally responsible for compliance of all of the terms and conditions contained herein.

- C. Premises (Address and Premises No.) In consideration of the promises and agreements contained in this Agreement, Lessor agrees to lease to Resident this rental Premises hereinafter referred to as the Premises.
D. Term of Agreement: The term of this Agreement shall begin on / /2013 and end on / /2014. The term of this lease will be automatically renewed on a month-to-month basis unless either:
(1) either party provides the other party with a written notice of termination at least 30 days prior to the end of the initial rental term or at least 30 days prior to the end of any month-to-month term, or
(2) Lessor provides Resident with a written notice at least 30 days prior to the end of the initial term that any renewal shall be at a different stated monthly rent.

If Lessor notifies Resident that any successive rental term will be at a different monthly rent, the renewal term will be at the new monthly rent unless Resident, within 10 days after receipt of such notice, provides Lessor with a written notice of intent to vacate the premises at the end of the term. Any notice of termination shall be effective on the last day of the initial rental term or on the last day of the next successive renewal term if the initial term has expired. If the term of this lease is renewed on a month-to-month basis, such renewal shall be subject to the same terms and conditions of this lease with the sole exception being that Resident must pay the different rent if Lessor follows option (2) and Resident does not subsequently provide the proper notice of termination.

- E. Rent: Resident agrees to pay \$ for the partial month ending on / /2013. After that, Resident agrees to a monthly rental payment of monthly rent of \$ due after any monthly concessions, beginning / /2013. This amount is due and payable to BMG and must be received at the following address 1828 Banking Street Greensboro NC 27408 ON OR BEFORE the FIRST CALENDAR DAY of each month. (if mailing payment send to P.O. Box 14917, Greensboro, NC 27415)

- F. UTILITIES AND SERVICES TO BE PAID BY LESSOR (only if checked):
ELECTRICITY GAS WATER SEWER GARBAGE CABLE TV TELEPHONE
Resident understands and agrees that all utilities not checked above will be paid by Resident. If not provided by Lessor, Resident agrees to obtain electric, water, sewage, and garbage service for the Premises. In the event that payments for any utilities are not made when due, it shall be considered a material breach of the lease for which Lessor may immediately terminate this Agreement. Lessor is not liable for failure to supply electric, water or sewer, nor for any damage resulting from an interruption or malfunction in service or any utility due to any cause

- G. Other Fees To Be Paid By Lessee:
Resident understands and agrees that the failure to pay the above amounts immediately upon demand by Lessor shall constitute a default of this Lease agreement

- H. Concession: A Concession for the total amount due to Lessor under this Lease (has)(has not) been granted to Resident by Lessor in the form of (describe concession): N/A
In consideration for Lessor entering into the lease agreement with Resident for the rental of the premises, and in consideration of Lessors reasonable expectation that Resident will honor the full terms of the lease agreement, Resident agrees that a concession in the above-stated amount has been granted to Resident as a reduction in the rental amount due during the lease term. Resident expressly agrees that in the event Resident is in default of this Lease, the concession shall be considered as unpaid rent, due and payable immediately by Resident to Lessor. Should Resident fail to repay Lessor the value of said concessions Immediately upon Lessor's demand, Lessor may, in addition to the other remedies provided by law and equity and this Lease agreement, file a civil claim against Resident for the value of the concession
HAVE READ AND UNDERSTAND THE ABOVE TERMS. Resident Initials N/A

2. **LATE PAYMENTS:** Should Lessor elect to accept a rental payment after the fifth day of the month, a late fee in the amount of \$15.00 or 5% (not to exceed five percent (5%) of the monthly rent), whichever is greater, shall be imposed. This late payment fee shall be due without demand therefore and must be added to and tendered with the late rental payment by Certified check or Money Order.

3. **RETURNED CHECKS:** Resident agrees to pay a \$29.00 processing fee (pursuant to N.C.G.S. § 25-3-506) for each check submitted by Resident that is returned by the financial institution for any reason, including insufficient funds and closed account. This returned check fee shall be due without demand therefore and must be tendered by certified check or Money Order, together with the rent and any late fees due. If a check submitted by Resident is returned, Lessor reserves the right to require that all future payments by Resident be tendered by certified check or Money Order, and Lessor also reserves the right to seek enforcement of the returned check pursuant to N.C.G.S. § 6-21.3.

4. **SECURITY DEPOSIT:** Resident agrees to deposit with Lessor the sum of \$ prior to taking possession of the Premises. This sum shall be held in trust as a Security Deposit at **Bank of Oak Ridge, Greensboro, NC** (name & address of financial institution). Lessor will hold this Deposit for the period that Resident occupies the Premises. After Resident has moved from the Premises, Lessor will determine whether Resident is eligible for a refund of any or all of the Deposit. The amount of the refund will be determined in accordance with N.C.G.S. §42-51 and the following conditions and procedures:

- A. Resident understands that the Deposit is Security for performance by Resident of the terms and conditions of this lease, and may not be applied towards rent or other charges due;
- B. If the Premises is rented by more than one person, Residents agree that they are responsible for dividing any refund among themselves. Lessor may pay the refund to any Resident named on Page 1 of this lease and the other Resident(s) agree to hold Lessor harmless for such action;
- C. upon a sale or conveyance of the Premises, Lessor may transfer or assign the Deposit to the new owner who then assumes the liability thereof upon transfer and Lessor's liability for the Deposit shall terminate;

0. IF THE SECURITY DEPOSIT IS DEPOSITED IN AN INTEREST BEARING ACCOUNT, RESIDENT AGREES THAT ANY INTEREST THAT ACCRUES SHALL BE FOR THE SOLE BENEFIT OF LESSOR AND MAY BE WITHDRAWN BY LESSOR AT ANY TIME;

E. Lessor will refund Resident the amount of the Deposit LESS any amount needed to pay the cost of:

- (1) unpaid rent;
 - (2) damage to the Premises in excess of normal wear and tear;
 - (3) charges for late payments or returned checks;
 - (4) cleaning the Premises if not properly done by Resident;
 - (5) any unpaid bills that become a lien on the Premises;
 - (6) re-renting the Premises after a breach by Resident;
 - (7) any damages and/or court costs incurred by Lessor as a result of a breach of this lease by Resident.
- F. within 30 days after Resident vacates the Premises, Lessor shall return the balance of the Security Deposit with an itemization of any deductions to Resident's last known address. If Resident's address is unknown, Lessor will hold the balance of the Security Deposit for Resident's collection for a period of 6 months, after which any remaining balance shall escheat to the State of North Carolina. At such time, Lessor's liability for the return of the Security Deposit shall cease.

5. **PETS:** No animals, birds, or pets of any kind shall be permitted in the Premises at any time without the express, written consent of Lessor. Lessor reserves the right to exercise sole discretion over the allowance of pets, although reasonable accommodations will be made where applicable.

- A. Should any animal, bird or pet of any kind be in the Premises at any time, Resident shall pay to Lessor a **ONE-TIME NON-REFUNDABLE PET FEE OF \$ n/a** (for each pet), and/or a **MONTHLY PET FEE OF \$ n/a** (for each pet). Resident acknowledges that this fee is paid for the privilege of

being permitted to keep a pet on the premises and is not paid to secure lessor against losses from damages done by the pet.

B.

If Lessor's express, written consent is not obtained, the assessment and payment of the non-refundable pet fee or refundable pet deposit shall not constitute Lessor's consent or waiver of the default. Resident further understands and agrees that even if Lessor permits a pet in the Premises, the pet must be removed from the Premises if, in Lessor's sole discretion, it is determined that the pet constitutes a nuisance or creates a disturbance or poses a threat to the safety of any person or property.

6. **KEYS AND LOCKS:** Resident agrees not to install additional or different locks or gates on any doors or windows of the Premises, except as agreed to and approved of by Lessor in writing. When this Agreement ends, Resident agrees to return all keys to this dwelling Premises to Lessor. If all keys are not returned to Lessor at the end of the tenancy, Resident agrees to pay a fee of **\$ 25.00** (for each lock).

7. **USE OF THE PREMISES:** Resident agrees to use the Premises for residential purposes only and agrees not to use the Premises in any manner which Lessor deems is injurious to the reputation, safety or welfare of Lessor, the property, or any person. However, where allowed by law and/or by Lessor in Lessor's sole discretion, Resident may use the Premises as a home office provided that such home office use (a) is ancillary to the residential use, (but does not generate any additional pedestrian or vehicular traffic to or from the Premises or common areas, and (c) does not cause any disturbance of other residents or occupants of the Property.

8. **ASSIGNMENT AND SUBLETTING/TRANSFER OF**

INTEREST Resident may not assign or sublet this lease or the Premises in any manner or to any extent without the prior written permission of Lessor. It is hereby understood and agreed that any consent by Lessor to any assignment or subletting of the Premises shall not constitute consent to any future assignment or subletting, nor would such consent release Resident from liability under this Agreement. It is understood that Lessor may sell or transfer the Premises and transfer this lease to any new owner. In the event that the Premises is sold or transferred, Lessor would be released from all obligations under this lease and Resident's sole remedy would be against Lessor's successor in rights.

9. **MAINTENANCE:** Consistent with N.C.G.S. §42-42 and this Agreement, Lessor agrees to maintain the Premises in a fit and habitable condition. Resident understands and agrees that Lessor is entitled to a reasonable time to make any necessary repairs or maintenance and Resident shall not be entitled to any abatement for any inconvenience or annoyance' during that reasonable time. Resident further understands that rent may not be withheld under any circumstance, regardless of any alleged failure by Lessor to repair in a reasonable time.

A. **Lessor Agrees To:**

- (1) maintain the common areas in a clean and safe condition;
- (2) maintain all equipment and appliances in a proper, safe working order;
- (3) make necessary repairs with reasonable promptness after receiving written notice from Resident;
- (4) provide extermination as necessary; and
- (5) provide operable smoke detectors and repair or replace the smoke detectors when notified in writing by the resident that repairs or replacement are needed.

B. **Resident Agrees To:**

- (1) keep the Premises, including plumbing fixtures, facilities, and appliances, in a clean and sanitary condition;
- (2) comply with all laws, health and policy requirements with respect to the Premises;

- (3) use all appliances, fixtures, electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other equipment in a safe manner and only for the purposes for which they are intended;
- (4) not litter the grounds or common areas and to keep the sidewalks, entrances, porches, floors and front and back yards free from discards and other personal articles;
- (5) not destroy, deface, damage or remove any part of the Premises or common areas;
- (6) give Lessor prompt written notice of any unsafe or unsanitary condition or defects in the plumbing, fixtures, appliances, heating and/or cooling equipment or any other part of the Premises or common areas, except in the event of an emergency, when Resident is to give notice by the quickest means available;
- (7) remove garbage and other waste from the Premises in a clean and safe manner;
- (8) supply all electric light bulb and fuse replacements required during Residents occupancy;
- (9) periodically inspect the smoke detectors to ensure their operability and notify Lessor in writing of any needed repairs;
- (10) test and replace batteries In any battery-operated smoke detectors at the beginning of the tenancy, during the tenancy, and during any renewal thereof; and
- (11) do nothing to disable the smoke detectors.

10. **DAMAGES:** Resident agrees to hold Lessor harmless and to indemnify Lessor from all fines, penalties and costs for violations or noncompliance by Residents with any laws, requirements or regulations and from any liability arising out of such violations or noncompliance. Whenever damage is caused by carelessness, misuse, abuse or neglect on the part of Resident, his/her family or a guest, Resident agrees to pay:

- A. The cost of all repairs and to do so within 30 days after receipt of Lessor's demand for the repair charges; and
- B. Rent for the period the Premises is damaged, whether or not the Premises is habitable.

11. **RESTRICTIONS AND ALTERATIONS:** Resident agrees not to do any of the following without first obtaining Lessor's written permission

- A. Change or remove any part of the appliances, fixtures or equipment in the Premises;
- B. Paint or install paneling, wallpaper or contact paper in the Premises;
- C. Attach awnings or window guards in the Premises;
- D. Attach or place any fixtures, signs, fences or clotheslines on or in the building(s), common areas or the property grounds;
- E. Attach any shelves, dividers, screen doors or make any other temporary or permanent improvements in the Premises;
- F. Place or attach any aerials, antennas, satellite dish, or other electrical connection on the Premises.

Resident agrees that any improvement or alteration made shall become a part of the Premises and the property unless otherwise agreed to by Lessor, and Resident agrees that any improvement or alteration authorized by the Lessor must be undertaken only in a workmanlike manner and no lien may attach to the Premises.

12. **GENERAL RESTRICTIONS & OBLIGATIONS OF RESIDENT:**

- A. Resident Agrees Not To:
 - (1) Permit any person other than those listed in Paragraph 1 to reside in the Premises. A person shall be presumed to reside in the Premises if they are an overnight guest for 10 consecutive days, or for any 14 days during any 60 day period. Residency in the Premises may also be established by the totality of the circumstances;
 - (2) Use the Premises for any purpose deemed hazardous by insurance companies carrying insurance thereon;
 - (3) Disable or render the smoke detectors inoperable for any reason at any time;
 - (4) Make or permit noises or acts that will disturb the rights or comfort of anyone;
 - (5) Discharge, display or in any way use in, on, or around the complex any firearm or weapon of any type (including air rifles and pistols, knives, swords, etc.);
- C. Resident shall not invite or give permission to return to the property to

- (6) Use a portable grill within ten feet, or ___ feet, whichever is greater, of the Premises or any combustible material; and
- (7) introduce any fossil-fuel burning heating unit or generator into the dwelling.

B. **Resident Agrees To:**

- (1) Observe and comply with any Rules and Regulations which are now existing or which may be established by Lessor for the operation of the Premises. Resident understands and agrees that such Rules and Regulations are or will be referenced hereto and incorporated herein;
- (2) Allow Lessor to immediately dispose of any property left by Resident when he/she surrenders or abandons the Premises; and
- (3) Allow Lessor or any law enforcement officer to remove or have removed from the common areas any person who cannot or will not establish that he/she is a resident, Authorized Occupant, or invited guest of a specific resident.

13. **RIGHT OF ENTRY:** Lessor reserves the right to enter the Premises during reasonable times for any inspections, maintenance, extermination, alterations, or improvements deemed necessary or desirable in Lessor's sole discretion, or to show the Premises to prospective residents during the last thirty (30) days of the rental term. Lessor reserves the right to place "For Rent" and/or "For Sale" signs on the Premises, at any time deemed necessary or desirable in Lessor's sole discretion. Lessor reserves the right to enter the Premises, with or without notice to Resident, at any time deemed necessary to protect life or prevent damage to the Premises

14. **COMMON AREAS:** Resident understands and agrees that the use of the common areas (including any swimming pool, parking areas, or roadways) is subject to any Rules and Regulations set by Lessor and that such Rules and Regulations may be changed at any time. Resident further agrees that Lessor may close or eliminate any common area or amenity at any time and that Resident would not be entitled to any rent reduction or abatement.

15. **AUTOMOBILES & PARKING:**

- A. Parking is allowed in the designated areas only for cars and light trucks. All other vehicles, including motorcycles, boats, trailers, and R'V's will not be allowed in the common areas unless prior written permission is obtained from Lessor.
- B. Lessor reserves the right to control parking in any manner it deems necessary in its sole discretion.
- C. Vehicles shall be parked so as not to obstruct spaces for other vehicles, driveways or sidewalks.
- D. All vehicles must be kept in proper operating condition so as not to be a hazard or a nuisance by reason of noise, emissions, appearance or otherwise. Except for minor adjustments, no repairs or maintenance shall be conducted on the property or common areas. Drainage of any automotive fluids on the common areas is strictly prohibited.
- E. Car washing is not allowed except in such designated area as may be established by Lessor.
- F. Any vehicle parked on the Premises or property that is unlicensed, inoperable, abandoned, or lacking any required permit may be towed away and stored at its owner's expense without Lessor incurring any liability to anyone for any reason.
- G. Resident agrees that Lessor may tow, without notice or demand, any vehicle in violation of any provision of Paragraph 15. Should Lessor tow any vehicle as a result of a breach of any portion of Paragraph 15 of this Agreement, Resident agrees to hold Lessor harmless from any liability that arises from the towing away of any such vehicle owned, possessed, or maintained by Resident, members of Resident's household, or any of Resident's guests.

16. **DRUG AND CRIME-FREE HOUSING:**

- A. Resident and Resident's guests or visitors shall not engage in or facilitate criminal activity of any kind on or near the property of Lessor, or on or near any property owned or operated by Lessor;
- B. Resident shall not engage in or facilitate any criminal activity anywhere;

any person previously removed or barred from the property or other

- properties of Lessor;
- D. Resident or Authorized Occupants shall immediately notify law enforcement or Lessor upon learning that a person previously removed or barred from the property or other properties of Lessor has returned to or reentered the property;
 - E. Proof of a violation of this paragraph shall be by preponderance of the evidence;
 - F. The fact that a criminal prosecution involving criminal activity violative of this Agreement has not commenced or concluded, or has concluded or terminated without a conviction or adjudication of delinquency shall not preclude the termination of this Agreement or the bringing of any civil action by Lessor;
 - G. Where a criminal prosecution involving criminal activity violative of this Agreement results in a final criminal conviction or adjudication of delinquency, such adjudication or conviction shall be considered in any civil action brought by Lessor as conclusive proof that criminal activity occurred;
 - H. Lessor may accept rent due and owing with knowledge of any illegal acts that violate this Agreement without such collection constituting a waiver of the default(s).

17. INSURANCE, RELEASE & INDEMNITY: Resident agrees that they should secure insurance to protect all personal property against loss resulting from theft, fire, storm and other hazards and casualties.

- A. Resident understands and agrees that Lessor and its agents are not liable for any damage to, destruction of or loss of any personal property located or stored in the Premises regardless of the cause of such damage.
- B. Resident agrees to indemnify, defend and hold harmless Lessor and its agents from and against all claims, liabilities and any other costs (including attorney's fees and court costs) arising out of:
 - (1) any harm to person or property resulting from the negligent or intentional acts or omissions of Resident or guests;
 - (2) any injury resulting from any breach of this Agreement by Resident;
 - (3) Resident's failure to comply with any requirements imposed by any governmental authority;
 - (4) any judgment, lien or other encumbrance filed against Lessor or the Premises as a result of Resident's actions; and
 - (5) the towing of any vehicles pursuant belonging to Resident or guests pursuant to Paragraph 15(F) of this agreement or any state or local law or ordinance.
- C. Resident agrees that in consideration for using any recreational facilities and common areas, Resident and guests shall assume all risks associated with the use thereof and shall hold Lessor and its agents harmless and indemnify the same for any injury arising out of the use thereof.

18. SECURITY: Lessor, its agents and employees do not make any warranties, guaranties or representations regarding the security of the Premises or common areas. Any such warranties or representations, whether express or implied, are hereby disclaimed. Resident understands and agrees that Resident and occupants are exclusively responsible for protecting themselves, the Premises and guests from crime, fire and any other danger.

- A. If security systems and/or personnel are present at the Premises or common areas, their presence should not cause Resident or occupants to rely upon the security systems and/or personnel or lower their vigilance in any way;
- B. If security systems and/or personnel are present at the Premises or common areas, no representation is made that they will prevent crime or injury and Lessor reserves the right to modify or eliminate any security system and/or personnel at any time without notice and without such actions constituting a breach of this Agreement or any other obligation;
- C. Resident releases Lessor and its agents and employees from any or all liability for the criminal or intentional acts of others and agrees that Lessor has made no representations regarding the safety of the Premises or common areas.

19. FIRE OR CASUALTY: Resident shall immediately notify Lessor of any damage to the Premises by fire or other casualty,

including natural disasters. Lessor may at its sole discretion elect to repair the damage within a reasonable time under the circumstances and Residents obligations under this Agreement shall continue. If Lessor elects not to repair the Premises, this Agreement shall terminate as of the date of the damage. Resident shall always be liable for and shall indemnify, defend, and hold Lessor harmless for any damages caused by or attributable to Resident or Resident's guests or agents.

20. NOTICES: All notices shall be in writing and shall be delivered to Resident by hand delivery or U.S. Mail to the Premises, and to Lessor by hand delivery or U.S. Mail to the address listed in Paragraph 1 or other such address that may be provided in writing by Lessor.

21. CONDITION OF DWELLING PREMISES: By signing this Agreement, Resident acknowledges that the Premises is safe, clean and in good condition. Resident agrees that all appliances and equipment in the Premises are in good working order, except as described on the Apartment Condition Checklist. Any further discrepancies must be reported in writing to Lessor within 5 days of Resident's possession.

22. DELIVERY OF POSSESSION: If, for any reason not in Lessor's control, lessor is unable to deliver possession of the premises to Resident at the beginning of the term, and Lessor notifies Resident of same any time prior to the beginning of the term and immediately upon learning of the inability to deliver possession, Resident shall have the option to either, a) terminate the agreement and receive a full refund of all sums paid to Lessor within five (5) days of receipt of Resident's notice of termination or, b) take possession of the premises within 15 days after Lessor notifies Resident in writing that it is available, Resident's obligation to pay rent beginning on the last day of the 15 day notice. Resident's election must be in writing and received by Lessor within ten (10) days of the date Lessor notifies Resident of the inability to deliver possession. Failure of Resident to make an election shall constitute an election pursuant to subsection (b) above. In either case, upon Resident's receipt of Lessor's notice of inability to deliver possession as required in this paragraph, Lessor shall be released from any further liability or obligation to Resident for failure to deliver possession.

23. RENTAL APPLICATION: Resident understands that Lessor has relied upon the Rental Application submitted by Resident as an inducement for entering into this Agreement, and Resident warrants that the facts contained in such application are true. If any facts are determined to be false, Lessor may terminate Resident's tenancy immediately and collect from Resident any damages incurred, including reasonable attorney's fees.

24. SEVERABILITY: In the event that any provision of this Agreement is deemed by any Court of competent jurisdiction to be unenforceable, void, invalid or otherwise not binding for any reason, the offending provision shall be severed and all other provisions of this Agreement shall remain in full force and effect.

25. SUBORDINATION: Resident understands and agrees that Resident's interests under this Agreement in the Premises are and shall remain subject to and subordinate to any liens, deeds of trust, security agreements, or other such liens or security interests in the Premises and property. This subordination provision shall be self-operative.

26. EMINENT DOMAIN: If the Premises or any part thereof shall be taken by eminent domain pursuant to governmental authority, this Agreement shall terminate at the option of Lessor and Resident shall have no claim against the lessor or any award granted to the Lessor for the taking.

27. NON-WAIVER: Failure of Lessor to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of Lessor's rights thereafter to enforce any such terms, covenants, agreements, or conditions, but the same shall continue in full force and effect. Lessor's acceptance of any

monthly rental payment after the due date shall not constitute a waiver of its right to receive future rent payments on the due date.

28. **STATUS AS AGENT:** Responsibility for all obligations of the Lessor hereunder rests entirely with the Lessor. The Agent (if an Agent of the Lessor is identified in Paragraph 33) may exercise and shall have the rights and powers of the Lessor, but the Agent's duties, if any, are solely limited to those duties owed the Lessor. As the Agent for Lessor, the Agent shall benefit from the covenants, waivers, releases and indemnification's contained in the Lease to the same extent as the Lessor. In the event of conflict between this Paragraph and any other provision, this Paragraph shall control totally and no consideration shall be given to any contrary provision.

29. **REMEDIES:** All remedies under this Agreement or allowed by law or equity shall be cumulative. If a suit for any breach of this Agreement establishes a breach by Resident or occupants, or if Resident brings an unsuccessful action against Lessor, Resident shall pay to Lessor all costs associated with such action, including court costs and administration costs.

30. **INTERPRETATION:** This Agreement shall be construed consistent with all laws and public policy.

31. **RESIDENT'S DUTIES UPON TERMINATION:** Upon any termination of the tenancy, whether for breach or otherwise, Resident shall, in addition to any other obligations required by this Agreement or law:

- A. Pay all utility bills due for services to the Premises for which Resident is responsible;
- B. vacate the Premises and remove all personal property;
- C. Properly clean the Premises, including plumbing fixtures, refrigerators, stove and sinks, and remove all rubbish and trash;
- D. Make any repairs necessary to return the Premises to the same condition it was at the beginning of the tenancy, less ordinary wear and tear;
- E. Fasten and lock all doors and windows;
- F. Return all keys to Lessor; and
- G. Provide Lessor with a forwarding address.

34. **IN WITNESS HEREOF**, this Lease Agreement is duly executed by the Lessee(s) and the Lessor, on the date written below. By executing this Agreement, **LESSEE(S) ACKNOWLEDGES HAVING READ AND AGREED TO ALL THE PROVISIONS OF THIS AGREEMENT.** Resident further acknowledges having received a copy of this Agreement. Resident further acknowledges consulting with, or having had the opportunity to consult with counsel prior to executing this Agreement. This Agreement, the Apartment Condition Checklist, and any Rules and Regulations referenced herein, including the additional rules and policies contained within

constitute the entire agreement between the parties and no statement, oral or written, not Contained herein shall be binding on either party. No subsequent amendment to this Agreement shall be binding unless it is in writing and signed by all parties hereto, with the sole exception of modifications of the Rules and Regulations.

This ____ day of ____ 2012 ____ month ____ year

LESSEE(S):

_____, (SEAL)

First Middle Last

_____, (SEAL)

First Middle Last

_____, (SEAL)

First Middle Last

LESSOR (OWNER):

Burgess Management-AGENT FOR:

(Print Name of Mgmt. Co., if applicable, as Agent for Lessor)

BY: Burgess Management Group

(Print Name of Mgmt. Co., if applicable, as Agent for Lessor)

BY: _____

(Signature by Authorized Person Signing for Mgmt Co or Lessor)

32. **DEFAULT:** In the event that Resident fails to comply with any of the terms and conditions contained herein or referenced hereto, or fails to perform any other promise, duty or obligation herein agreed to or imposed by law, such failure shall constitute a default under this Agreement. In the event of a default by Resident:

- A. Lessor may with or without notice to Resident:
 - (1) terminate this Agreement; or
 - (2) terminate Resident's right to possession of the Premises without terminating this Agreement;
- B. Lessor shall be entitled to immediate possession of the Premises and Resident shall peacefully surrender the Premises to Lessor upon its demand;
- C. Should Resident fail to surrender possession of the Premises, Lessor shall re-enter and retake possession through a summary ejectment proceeding or expedited eviction proceeding pursuant to N.C.G.S. Chapter 42;
- D. In the event that Lessor terminates this Agreement, all its duties Under this Agreement shall terminate and it shall be entitled to collect from Resident all accrued and unpaid rents and damages arising under this Agreement; including administration & court filing fees as allowed by law.
- E. In the event that Lessor terminates Resident's right to possession without terminating the Agreement, Resident shall remain liable for the full performance of all terms and conditions under this Agreement and Lessor shall use reasonable efforts to re-let the Premises on Resident's behalf and Resident shall remain liable for any resulting costs, deficiencies or damages. Resident specifically understands and agrees that in the event Resident terminates this Agreement prior to the end of the lease term, Resident remains responsible for the monthly rental amount owed under this Agreement until the Premises is re-rented or the lease term ends, whichever event occurs first. Special rights may be available for certain transferred military personnel under N.C.G.S. 42-45.

33. **SPECIAL PROVISIONS:** Lessor and Resident also acknowledge and agree that the following agreements are incorporated by reference as part of this Agreement:

All Lease Addendums