

RESIDENTIAL RENTAL CONTRACT

NOTE: THIS AGREEMENT WILL BECOME LEGALLY BINDING ONLY WHEN IT HAS BEEN SIGNED BY TENANT AND BY OR ON BEHALF OF LANDLORD

RESIDENT: _____ ("Tenant")

OWNER: _____ ("Landlord")

REAL ESTATE MANAGEMENT FIRM: Turnkey Residential LLC ("Agent")

PREMISES: City: _____ County: _____ State of North Carolina

☒ Street Address: _____ Zip Code: _____
☐ Apartment Complex: _____ Apartment No. _____
☐ Other Description (Room, portion of above address, etc.): _____

"Premises" shall include both the inside and outside of any dwelling unit, and any exterior areas such as any front/back yard, in Tenant's exclusive control.

INITIAL TERM: Beginning Date of Lease: _____ Ending Date of Lease: _____

RENT: \$ _____ PAYMENT PERIOD: ☒ monthly ☐ weekly ☐ yearly ☐ other: _____

LATE PAYMENT FEE: \$ _____ OR 5.000 % of rental payment, whichever is greater
(State law provides that the late fee may not exceed \$15.00 or five percent (5%) of the rental payment, whichever is greater.)

RETURNED CHECK FEE: \$ 25.00 (The maximum processing fee allowed under State law is \$35.00.)

SECURITY DEPOSIT: \$ _____ to be deposited with: (check one) ☐ Landlord ☒ Agent

LOCATION OF DEPOSIT: (insert name of bank): Bank of America

BANK ADDRESS: 7950 Brier Creek Parkway, Raleigh NC 27617

FEES FOR COMPLAINT FOR SUMMARY EJECTMENT AND/OR MONEY OWED (See paragraph 17) (NOTE: Landlord may charge and retain only one of the following fees in addition to any court costs):

- COMPLAINT-FILING FEE: \$ _____ OR 5.000 % of rental payment, whichever is greater (Fee may not exceed \$15.00 or five percent (5%) of the rental payment, whichever is greater.)
- COURT APPEARANCE FEE: 10.000 % of rental payment (Fee may not exceed ten percent (10%) of the rental payment.)
- SECOND TRIAL FEE: 12.000 % of rental payment (Fee may not exceed twelve percent (12%) of the rental payment.)

PERMITTED OCCUPANTS (in addition to Tenant): _____

EMERGENCY CONTACT FOR TENANT (name and contact information): _____

IN CONSIDERATION of the promises contained in this Agreement, Landlord, by and through Agent, hereby agrees to lease the Premises to Tenant on the following terms and conditions:

1. Termination and Renewal:

(a) **Termination at End of Initial Term.** EITHER LANDLORD OR TENANT MAY TERMINATE THE TENANCY AT THE EXPIRATION OF THE INITIAL TERM BY GIVING WRITTEN NOTICE TO THE OTHER AT LEAST 60 DAYS PRIOR TO THE EXPIRATION DATE OF THE INITIAL TERM.

(b) **Renewal.** IN THE EVENT SUCH WRITTEN NOTICE IS NOT GIVEN, THE TENANCY SHALL AUTOMATICALLY BECOME A Month (PERIOD) TO Month (PERIOD) ("RENEWAL PERIOD") TENANCY UPON THE SAME TERMS AND CONDITIONS CONTAINED HEREIN; PROVIDED, HOWEVER, THAT LANDLORD MAY SEND WRITTEN NOTICE OR NOTICES TO TENANT INFORMING TENANT OF ANY INCREASE OR DECREASE IN RENT DUE. SUCH WRITTEN NOTICE MAY BE SENT AT ANY TIME DURING A RENEWAL PERIOD, WITH THE NEW RENT RATE APPLICABLE TO THE NEXT RENEWAL PERIOD.

(c) **Termination at End of Renewal Term.**

(i) IF THE TENANCY IS RENEWED ON A CALENDAR MONTH-TO-MONTH BASIS, IT MAY THEREAFTER BE TERMINATED BY EITHER LANDLORD OR TENANT GIVING THE OTHER WRITTEN NOTICE, WITH THE TERMINATION TO BE EFFECTIVE ON THE LAST DAY OF THE CALENDAR MONTH FOLLOWING THE CALENDAR



MONTH DURING WHICH THE NOTICE IS GIVEN.

(ii) IF THE TENANCY IS RENEWED ON ANYTHING OTHER THAN A CALENDAR MONTH-TO-MONTH BASIS, THE TENANCY MAY BE TERMINATED BY EITHER LANDLORD OR TENANT GIVING THE OTHER 60 DAYS WRITTEN NOTICE PRIOR TO THE LAST DAY OF THE FINAL PERIOD OF THE TENANCY, WITH THE TERMINATION TO BE EFFECTIVE ON THE LAST DAY OF THE FINAL PERIOD OF THE TENANCY.

(NOTE: State and Federal law permit early termination of leases under certain circumstances by members of the United States Armed Forces. For information, see *Questions and Answers on: North Carolina Military Personnel Residential Lease Termination*, available on the website of the NC Real Estate Commission at www.ncrec.gov.)

2. **Rent; Delivery of Possession:** Tenant shall pay the Rent, without notice, demand, or deduction, to Landlord or as Landlord directs. The first Rent payment, which shall be prorated if the Initial Term commences on a day other than the first day of the Payment Period, shall be due on Lease Commencement (date). Thereafter, all rentals shall be paid in advance on or before the **FIRST** day of each subsequent Payment Period for the duration of the tenancy. Rentals not paid on or before the first day of the Payment Period will be considered late, and any such non-payment will constitute a breach of this Agreement. Tenant understands and agrees that Landlord has no duty to deliver possession of the Premises, including without limitation any means of access thereto, unless and until Tenant has both paid Rent and delivered the Security Deposit.

3. **Late Payment Fees and Returned Check Fees:** Tenant shall pay the Late Payment Fee if any rental payment is five (5) days or more late. *This late payment fee shall be due immediately without demand therefor and shall be added to and paid with the late rental payment. Tenant also agrees, in addition to any other remedies for dishonored funds, to pay the Returned Check Fee for each check of Tenant that is returned by the financial institution because of insufficient funds or because the Tenant did not have an account at the financial institution.*

4. **Tenant Security Deposit:** The Security Deposit shall be paid prior to Tenant's occupancy of the Premises, and shall be administered in accordance with the North Carolina Tenant Security Deposit Act (N.C.G.S. § 42-50 et. seq.). IT MAY, IN THE DISCRETION OF EITHER THE LANDLORD OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON THE TENANT SECURITY DEPOSIT SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, THE LANDLORD, OR AS THE LANDLORD DIRECTS. SUCH INTEREST, IF ANY, MAY BE WITHDRAWN BY LANDLORD OR AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.

Upon any termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amounts permitted under the Tenant Security Deposit Act. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay any balance of the Tenant Security Deposit to any such person, and the other person(s) agree to hold Agent harmless for such action. If the Tenant's address is unknown to the Landlord, the Landlord may deduct any permitted amounts and shall then hold the balance of the Tenant Security Deposit for the Tenant's collection.

☒ **(Optional)** If a portion of the Tenant Security Deposit, up to and including \$100, is payable to the Tenant and remains unclaimed for one year following the termination of the tenancy herein, the Tenant directs that such unclaimed funds be paid to the following charitable organization: _____ on the Tenant's behalf. If the unclaimed funds payable to the Tenant exceed \$100, then the Landlord shall hold the funds and escheat them to the State as required by law. During the one year waiting period herein, Landlord and/or Agent agree to use reasonable efforts to locate and inform Tenant of the unclaimed deposit. Landlord and/or Agent should keep written documentation of such efforts.

If the Landlord removes Agent or Agent resigns, the Tenant agrees that Agent may transfer any Tenant Security Deposit held by Agent hereunder to the Landlord or the Landlord's designee and thereafter notify the Tenant by mail of such transfer and of the transferee's name and address. The Tenant agrees that such action by Agent shall relieve Agent of further liability with respect to the Tenant Security Deposit. If Landlord's interest in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent shall transfer the Tenant Security Deposit in accordance with the provisions of North Carolina General Statutes § 42-54.

5. **Tenant's Obligations:** Unless otherwise agreed upon, the Tenant shall:
- (a) use the Premises for residential purposes only and in a manner so as not to disturb the other tenants;
 - (b) not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
 - (c) not engage in, or permit any member of Tenant's household or any guest to engage in, criminal activity on or in the immediate vicinity of any portion of the Premises;
 - (d) keep the Premises, including but not limited to all plumbing fixtures, facilities, and appliances, in a clean and safe condition;
 - (e) cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
 - (f) comply with any and all obligations imposed upon tenants by applicable building and housing codes;
 - (g) dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances

concerning garbage collection, waste, and other refuse;

(h) use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises;

(i) not deliberately or negligently destroy, deface, damage, or remove any part of the Premises, whether inside or outside any dwelling unit, or permit any person, known or unknown to the Tenant, to do so;

(j) be responsible for all damage, defacement, or removal of any property inside a dwelling unit in the Tenant's exclusive control (including but not limited to all appliances and fixtures) unless the damage, defacement or removal was due to ordinary wear and tear, acts of the Landlord or the Landlord's agent, defective products supplied or repairs authorized by the Landlord, acts of third parties not invitees of the Tenant, or natural forces;

(k) pay the costs of all utility services to the Premises, including, but not limited to, water, electric, sewer, and gas services, and those for which Tenant is responsible in paragraph 7 below, and keep any such utility services continuously connected and in use;

(l) conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises;

(m) not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises;

(n) not smoke cigarettes, cigars, pipes or any other tobacco or lighted product of any kind in any interior portion of the Premises, including any detached structures, and to pay the cost of any abatement, cleaning, ductwork replacement that may be necessary as a result of Tenant's failure to comply with this obligation; and

(o) if service tech is called to clear plumbing drain lines/garbage disposal and it is determined tenant/guest has clogged line from negligence - tenant will be responsible for the bill in its entirety; tenant is responsible for rent thru end of lease, however, if tenant terminates early, the tenant is responsible for an early termination fee of 1 months rent, in addition, all monthly lease payments/utilities until the end of the lease period or until a new lease has been ratified

6. Landlord's Obligations: Unless otherwise agreed upon, the Landlord shall:

(a) comply with the applicable building and housing codes to the extent required by such building and housing codes;

(b) make all repairs to the Premises as may be necessary to keep the Premises in a fit and habitable condition; provided, however, in accordance with paragraph 11, the Tenant shall be liable to the Landlord for any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises;

(c) keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition;

(d) promptly repair all facilities and appliances, if any, as may be furnished by the Landlord as part of the Premises, including electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems, provided that the Landlord, except in emergency situations, actually receives notification from the Tenant in writing of the needed repairs; and

(e) within a reasonable period of time based upon the severity of the condition, repair or remedy any imminently dangerous condition on the Premises after acquiring actual knowledge or receiving notice of the condition. Notwithstanding Landlord's repair or remedy of any imminently dangerous condition, Landlord may recover from Tenant the actual and reasonable costs of repairs that are the fault of Tenant.

7. Utility Bills/Service Contracts: Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. The party agreeing to be responsible for payment of a Service Obligation agrees to timely pay the applicable Service Obligation, including any metering, hook-up fees or other miscellaneous charges associated with establishing, installing, and maintaining such utility or contract in that party's name. Within thirty (30) days of the Beginning Date of this Lease, Tenant shall provide Landlord with a copy of any requested information about any Service Obligation for which Tenant has agreed to be responsible. Any Service Obligation not designated below shall be the responsibility of Tenant unless the parties agree otherwise in writing.

Service obligation	Landlord	Tenant	N/A
Sewer/Septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Trash disposal/dumpster	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landscaping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Service obligation	Landlord	Tenant	N/A
Lawn Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Internet	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Homeowner's Association Dues/Assessments	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. **Smoke and Carbon Monoxide Alarms:** Pursuant to North Carolina General Statutes § 42-42, the Landlord shall provide operable smoke alarms, either battery-operated or electrical. If the Premises has a fossil-fuel burning heater, appliance, or fireplace, or an attached garage, the Landlord shall provide and install a minimum of one operable carbon monoxide alarm per level in the Premises, either battery operated or electrical. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide alarm. The Landlord shall replace or repair the smoke or carbon monoxide alarm within 15 days of receipt of notification if the Landlord is notified of needed replacement or repairs in writing by the Tenant. The Landlord shall ensure that a smoke or carbon monoxide alarm is operable and in good repair at the beginning of the Initial Term of the Tenancy. The Landlord shall place new batteries in any battery-operated smoke or carbon monoxide alarms at the beginning of the Initial Term of the tenancy **and the Tenant shall replace the batteries as needed during the tenancy**, except where the smoke alarm is a tamper-resistant, 10-year lithium battery smoke alarm.

9. **Rules and Regulations:**

(a) **Landlord Rules and Regulations:** The Tenant, his family, servants, guests, and agents shall comply with and abide by all the Landlord's existing rules and regulations and such future reasonable rules and regulations as the Landlord may, at Landlord's discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in connection with them (the "Rules and Regulations"). Landlord reserves the right to make changes to the existing Rules and Regulations and to adopt additional reasonable rules and regulations from time to time; provided however, such changes and additions shall not alter the essential terms of this lease or any substantive rights granted hereunder and shall not become effective until thirty (30) days' written notice thereof shall have been furnished to Tenant. A copy of the existing Rules and Regulations are attached hereto and the Tenant acknowledges that he has read them. The Rules and Regulations shall be deemed to be a part of this lease giving to the Landlord all the rights and remedies herein provided.

(b) ☒ (check if applicable) **Owner Association Rules and Regulations:** The Premises are subject to regulation by the following owners/condo association:

- Name of association: _____
- Name of association property manager/president: _____
- Contact address and phone number: _____
- Association website address, if any: _____

Tenant agrees to abide by any applicable owners' association regulations as they now exist or may be amended.

10. **Right of Entry:** Landlord hereby reserves the right to Landlord, Agent and their respective agents and representatives to enter the Premises during reasonable hours for the purpose of: (1) inspecting the Premises and the Tenant's compliance with the terms of this lease; (2) making such repairs, alterations, improvements or additions thereto as they may deem appropriate; (3) showing the Premises to prospective purchasers or tenants; which includes the right to enter and take pictures in order to advertise the Premises; and (4) displaying "For Sale" or "For Rent" signs in a reasonable manner upon the Premises. Tenant acknowledges and understands that in the case of an emergency, the Landlord, Agent and their agents and representatives may need to enter the Premises at any hour to cause repairs to be made to preserve or prevent further damage from occurring to the Premises, and the Tenant agrees to cooperate reasonably with them in the event of any such emergency.

11. **Payment for repair of Damages:** Tenant agrees to pay Landlord for the cost of repairing any damage for which Tenant is responsible upon receipt of Landlord's demand therefor, and to pay the Rent during the period the Premises may not be habitable as a result of any such damage. Such damage may include but is not limited to window panes, shutters, or screens damaged by Tenant, filthy ovens, refrigerators, kitchen floors, cabinets or bathrooms, drink stains on carpet, unauthorized paint colors, and lawn, shrubbery or tree damage caused by Tenant or Tenant's animals.

12. **Pets:** Tenant agrees not to keep or allow anywhere on or about the Premises any animals or pets of any kind, whether on a temporary basis or otherwise and whether belonging to the Tenant or anybody else, including but not limited to, dogs, cats, birds, rodents, reptiles, or marine animals, unless permitted under the terms of a Pet Addendum attached to this Agreement. Tenant shall be subject to a fine of \$ **1,000.00** for each animal or pet kept or allowed on the Premises in violation of this paragraph or of the terms of any Pet Addendum that may be a part of this Agreement, and Tenant agrees to pay any such fine(s) upon receipt of Landlord's demand therefore. Payment of any such fine(s) shall not permit Tenant to keep any animal or pet for which the fine was

imposed, and Landlord retains the right to terminate this Agreement if the violation continues following notice given in accordance with paragraph 17.

13. **Alterations:** The Tenant shall not paint, mark, drive nails or screws into, or otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork or any other part of the Premises, decorate the Premises, change or remove any existing locks or add any additional locks, or make any alterations, additions, or improvements in, to, on or about the Premises without the Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in such manner as the Landlord may approve, and keys for any changed or additional locks shall immediately be provided to the Landlord. All alterations, additions, and improvements upon the Premises, made by either the Landlord or Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

14. **Occupants:** The Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the Permitted Occupants. Tenant shall be subject to a fine of \$ 1,000.00 for each person occupying or using the Premises in violation of this paragraph, and Tenant agrees to pay any such fine(s) upon receipt of Landlord's demand therefor. Payment of any such fine(s) shall not permit any person for whom the fine was imposed to occupy or use the Premises as a residence, and Landlord retains the right to terminate this Agreement if the violation continues following notice given in accordance with paragraph 17.

15. **Rental Application:** In the event the Tenant has submitted a Rental Application in connection with this lease, Tenant acknowledges that the Landlord has relied upon the Application as an inducement for entering this Lease and Tenant warrants to Landlord that the facts stated in the Application are true to the best of Tenant's knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting therefrom.

16. **Tenant's Duties Upon Termination:** Upon any termination of the Tenancy created hereby, whether by the Landlord or the Tenant and whether for breach or otherwise, the Tenant shall: (1) pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued; (2) vacate the Premises removing there from all Tenant's personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves and sinks, removing there from all rubbish, trash, garbage and refuse; (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when Tenant took possession of the Premises; provided, however, Tenant shall not be responsible for ordinary wear and tear or for repairs required by law or by paragraph 6 above to be performed by Landlord; (5) fasten and lock all doors and windows; (6) return to the Landlord any and all keys, other access devices, parking and pool passes, garage door openers and other similar items to the Premises and any amenities; (7) restore the level of fuel in any fuel tank used by the Tenant to its level as of the Beginning Date of the Tenancy; and (8) notify the Landlord of the address to which the balance of the Security Deposit may be returned. If the Tenant fails to sweep out and clean the Premises, appliances and fixtures as herein provided, Tenant shall become liable, without notice or demand, to the Landlord for the actual costs of cleaning (over and above ordinary wear and tear), which may be deducted from the Security Deposit as provided in paragraph 4 above.

In the event Tenant desires to terminate the Tenancy prior to the end of its term then in effect, Tenant acknowledges and understands that the Landlord will use reasonable efforts to re-rent the Premises, but that the Tenant shall remain responsible for the performance of all the Tenant's obligations under this Agreement until such time as the Landlord may be able to re-rent the Premises, unless the Landlord and the Tenant agree otherwise in writing.

17. **Tenant's Breach/Termination:**

(a) **Events Constituting Breach:** It shall constitute a breach of this Agreement if Tenant fails to:

- (i) pay the full amount of rent herein reserved as and when it shall become due hereunder; or
- (ii) except for criminal activity, perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure shall continue for a period of five (5) days from the date the Landlord provides Tenant with written notice of such failure or shall occur again any time thereafter without any requirement of further notice from the Landlord.

In either of such events and as often as either of them may occur, the Landlord, in addition to all other rights and remedies provided by law, may, immediately either terminate this lease (see subparagraph (e) below) or terminate the Tenant's right to possession of the Premises (see subparagraph (f) below) by written notice given to Tenant in accordance with paragraph 33.

(b) **Demand for Possession:** Upon Landlord's written demand given to Tenant in accordance with paragraph 33, Landlord shall be immediately entitled to possession of the Premises if Landlord terminates this lease or terminates the Tenant's right of possession or if Tenant is holding over after the term of the Lease has expired. Any demand for possession may be provided contemporaneously with any notice of termination provided under subparagraph (a) above. In the event Tenant fails or refuses to surrender possession of the Premises, Landlord may, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the Premises through a summary ejectment proceeding.

(c) **Fees/Costs of Summary Ejectment Proceeding:** If a summary ejectment proceeding is instituted against Tenant, Landlord shall be entitled to recover from Tenant the following fees/costs in accordance with NC General Statutes §42-46: (i) filing fees charged by the court, (ii) costs for service of process, (iii) the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee, and, (iv) reasonable attorneys' fees actually incurred not to exceed fifteen percent (15%) of the amount owed by Tenant, or fifteen percent (15%) of the monthly rent stated in this Agreement if the summary ejectment proceeding is based on a default other than the nonpayment of rent.

(d) **Acceptance of Partial Rent:** Tenant acknowledges and understands that, as allowed in N.C.G.S. § 42-26, Landlord's acceptance of partial rent or partial housing subsidy will not waive Tenant's breach of this Agreement or limit Landlord's rights to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rent or partial housing subsidy.

(e) **Termination of Lease:** In the event Landlord terminates this lease, all further rights and duties hereunder shall terminate and Landlord shall be entitled to collect from Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach, including but not limited to damages for Tenant's continued occupancy of the Premises following the Landlord's termination.

(f) **Termination of Tenant's Right of Possession:** In the event Landlord terminates the Tenant's right of possession without terminating this lease, Tenant shall remain liable for the full performance of all the covenants hereof, and Landlord shall use reasonable efforts to re-let the Premises on Tenant's behalf. Any such rentals reserved from such re-letting shall be applied first to the costs of re-letting the Premises and then to the rentals due hereunder. In the event the rentals from such re-letting are insufficient to pay the rentals due hereunder in full, Tenant shall be liable to the Landlord for any deficiency. In the event Landlord institutes a legal action against the Tenant to enforce the lease or to recover any sums due hereunder, Tenant agrees to pay Landlord reasonable attorney's fees in addition to all other damages.

18. Landlord's Default; Limitation of Remedies and Damages: Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this lease and the Tenant shall have no right to terminate this lease for any such default or suspend his performance hereunder. In no event and regardless of their duration shall any defective condition of or failure to repair, maintain, or provide any area, fixture or facility used in connection with recreation or recreational activities, including but not limited to swimming pools, club houses, and tennis courts, constitute a material breach of this lease and the Tenant shall have no right to terminate this lease or to suspend his performance hereunder. In any legal action instituted by the Tenant against the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this lease and the reasonable rental value of the Premises, taking into account the Landlord's breach or breaches, and in no event, except in the case of the Landlord's willful or wanton negligence, shall the Tenant collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the Premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

19. Bankruptcy: If any bankruptcy or insolvency proceedings are filed by or against the Tenant or if the Tenant makes any assignment for the benefit of creditors, the Landlord may, at his option, immediately terminate this Tenancy, and reenter and repossess the Premises, subject to the provisions of the Bankruptcy Code (11 USC Section 101, et. seq.) and the order of any court having jurisdiction thereunder.

20. Tenant's Insurance; Release and Indemnity Provisions;

(a) Personal Property Insurance (Tenant initial if applicable*):

Tenant shall be required to obtain and maintain throughout the term of the tenancy a renter's insurance policy, which policy shall, without cost to Landlord or Agent, name Landlord and Agent as an additional insured, and to promptly provide Landlord evidence of such insurance upon Landlord's request. In addition to coverage for damage or loss to Tenant's personal property in such amount as Tenant may determine, the policy shall include coverage for bodily injury and property damage for which Tenant may be liable in the amount of Minimum Coverage Amount of \$100,000.00.

**If not initialed, Tenant shall not be required to obtain a renter's insurance policy*

(b) Whether or not Tenant is required to obtain a renter's insurance policy, Tenant shall be solely responsible for insuring any of his personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, storm and all other hazards and casualties. Regardless of whether the Tenant secures such insurance, the Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the Tenant's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of the Landlord.

(c) The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Tenant or to any members of his household resulting from any cause whatsoever except only such personal injury caused by the negligent, or intentional acts of the Landlord or his agents.

21. **Agent:** The Landlord and the Tenant acknowledge that the Landlord may, from time to time in his discretion, engage a third party ("the Agent") to manage, supervise and operate the Premises or the complex, if any, of which they are a part. If such an Agent is managing, supervising, and operating the Premises at the time this lease is executed, his name will be shown as "Agent" on the first page hereof. With respect to any Agent engaged pursuant to this paragraph, the Landlord and the Tenant hereby agree that: (1) Agent acts for and represents Landlord in this transaction; (2) Agent shall have only such authority as provided in the management contract existing between the Landlord and Agent; (3) Agent may perform without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein or by law and such performance shall be valid and binding, if authorized by the Landlord, as if performed by the Landlord; (4) the Tenant shall pay all rents to the Agent if directed to do so by the Landlord; (5) except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein; (6) nothing contained herein shall modify the management contract existing between the Landlord and the Agent; however, the Landlord and the Agent may from time to time modify the management agreement in any manner which they deem appropriate; (7) the Landlord, may, in his discretion and in accordance with any management agreement, remove without replacing or remove and replace any agent engaged to manage, supervise, and operate the Premises.

22. **Form:** The Landlord and Tenant hereby acknowledge that their agreement is evidenced by this form contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and Tenant agree that the courts shall liberally and broadly interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either the Landlord or the Tenant; (3) paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this lease; (4) words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate; and (5) the invalidity of one or more provisions of this lease shall not affect the validity of any other provisions hereof and this lease shall be construed and enforced as if such invalid provision(s) were not included.

23. **Amendment of Laws:** In the event that subsequent to the execution of this lease any state statute regulating or affecting any duty or obligation imposed upon the Landlord pursuant to this lease is enacted, amended, or repealed, the Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this lease.

24. **Eminent Domain and Casualties:** The Landlord shall have the option to terminate this lease if the Premises, or any substantial part thereof, are condemned or sold in lieu of condemnation or damaged by flood, storm, fire, or other casualty. The Landlord shall give Tenant at least thirty (30) days written notice of any such termination. This lease shall terminate as of the date specified in the notice and the rent will be accounted for between Landlord and Tenant as of that date.

25. **Assignment:** The Tenant shall not assign this lease or sublet the Premises in whole or part.

26. **Waiver:** No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise.

27. **Joint and Several Liability:** If there are multiple persons listed as Tenant, their obligations under this Agreement shall be joint and several.

28. **Other Terms and Conditions:**

(a) If an Agent involved in this transaction, Agent discloses to Tenant that Agent is acting for and represents Landlord.

(b) Itemize all addenda to this Contract and attach hereto:

- ☐ Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (form 430-T) (pre-1978 built Premises)
- ☐ Military Status Addendum (form 436-T)
- ☒ Maintenance Addendum (form 440-T)
- ☒ Pet Addendum (form 442-T)
- ☐ Assistance Animal Addendum (form 443-T)
- ☐ Guaranty Addendum (form 445-T)
- ☒ Other Addenda: **Smoke-Free Addendum, Bed Bug Addendum, Tenants Working w/ Real Estate Agents,**

Arbitration Agreement Addendum, Landlord-Tenant Normal Wear and Tear Guide

(c) Additional Terms:

Preferred method of rent payments is online through tenant portal; however, tenant may make a payment via mail on/before date payment is due. Your move-out walk through will be scheduled no later than 2 days prior to lease end date to allow PM to assess condition of home in effort to identify repairs that may impact the SD refund. Contract renewal fee of \$75 is due upon signed renewal contract.

29. **Inspection of Premises:** Within 5 days of occupying the Premises, Tenant has the right to inspect the Premises and complete a Property Assessment Form.

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

31. **Execution; Counterparts:** When Tenant signs this lease, he acknowledges he has read and agrees to the provisions of this lease. This lease is executed in 5 (number) counterparts with an executed counterpart being retained by each party.

32. **Entire Agreement:** This Agreement contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

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

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

[Signature Page Follows]



LANDLORD: _____

LANDLORD: _____

BY: AGENT: **Turnkey Residential LLC**
[Name of real estate firm]

By: _____ Individual license # **299624** Date: _____
[Signature of authorized representative]

Address: **PO Box 91205, Raleigh, NC 27675**

Telephone: **(919)218-5099** Fax: _____ Email: **rachelgroff@turnkeync.com**

TENANT: _____ Date: _____
[Tenant signature]

Contact information: _____
Home Work Cell Email

TENANT: _____ Date: _____
[Tenant signature]

Contact information: _____
Home Work Cell Email

TENANT: _____ Date: _____
[Tenant signature]

Contact information: _____
Home Work Cell Email

TENANT: _____ Date: _____
[Tenant signature]

Contact information: _____
Home Work Cell Email

MAINTENANCE ADDENDUM

Premises: _____

PURPOSE. The purpose of this Addendum is to give you, the Tenant, specific examples of things you are responsible for maintaining during the term of your lease so that you will have a better understanding of your obligations under the lease. **It does not list everything you are responsible for maintaining.** Depending on what type of residence you are leasing (apartment, single-family house, duplex, condominium, etc.) and what kind of improvements it contains, some items on the following list may not apply to you. **GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE.**

VEHICLES

- You and your guests may park only in designated areas and not on the grass
- Keep driveways free of oil and grease
- Do not keep inoperable or unlicensed vehicles on the property
- You and your guests may not work on motor vehicles in the parking lot of the complex
- **Follow Community parking rules - Park in designated areas only**

LIGHTS, FILTERS, FUSES, ETC.

- Replace burned-out electric light bulbs and blown fuses
- Reset tripped circuit breakers and oven timers
- Leave working light bulbs in all electrical sockets at end of tenancy
- Relight oil or gas furnaces and hot water heaters
- Replace heating/air conditioning filters at least every three months
- Leave new filter in the air return at end of tenancy
- **Repair costs due to tenant neglect to hvac filter(s) may be billed to tenant / Clean dryer lint filter & keep laundry area free of debris**

CARPETS

- Use a professional carpet cleaning service to steam clean carpets unless you have written permission to clean them yourself
- **Do not use bleach, soapy water, ammonia, or adhesive of any kind on floors**

FIRE SAFETY

- If you have never used a fireplace before, ask for instruction on how to use it
- Do not store ashes in trash cans
- Do not build a wood fire in a fireplace that has connections for gas logs
- Do not use kerosene heaters
- Do not use grills within 10 feet (horizontally or vertically) of anything that will burn
- **Replace batteries in detectors as needed (if applicable)**

WATER LINES. To help prevent water lines from freezing and bursting during cold weather:

- Allow water to trickle and place lights as appropriate
- If you are going to be away from home, have water turned off and water lines drained or leave sufficient heat in the house
- Disconnect garden hoses from the outside faucets
- **Do not flush feminine products, flushable wipes, or items that may clog toilets or drain / Replace refrigerator water filter as needed**

PEST EXTERMINATION

- Keep the Premises free from visible infestations of roaches, ants, hornets, bees, mice, bedbugs and other pests
- **Tenant Responsibility**

LOCKS

- Do not change or remove any existing locks or add any additional locks without Agent's written permission
- Immediately provide Agent keys for any changed or additional locks
- **In the event of a lockout, contact a locksmith at the tenant's expense**

Page 1 of 2



North Carolina Association of REALTORS®, Inc.

Tenant Initials _____



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MOLD AND MILDEW. To help prevent mold and mildew from accumulating in the Premises:

- Clean and dust the Premises on a regular basis
- Remove moisture on windows, walls, and other surfaces as soon as possible
- Immediately notify Agent of any evidence of a water leak or excessive moisture or standing water
- Immediately notify Agent of the presence of mold, mildew, or similar growth in the Premises after you have attempted to remove it using common household cleaning solutions or anti-microbial products
- Immediately notify Agent of any malfunction of any part of the heating, ventilation, air conditioning, plumbing, or laundry systems
- Immediately notify Agent of any inoperable doors or windows
- **Maintain cleanliness of shower/tub to prevent mold or mildew buildup**

EXTERIOR MAINTENANCE

- Mow the grass in a timely manner
- Clean any gutters and trim any shrubs at least semi-annually
- Keep the porches, patios, balconies, and front and back yards free of clutter, unsightly items, and other personal articles
- **Dispose garbage by securely bagging & disposing of it in designated secured containers / Store trash & recycle bins out of sight from front of home on non-pickup days**

REPAIRS

- If you do not keep an appointment to be home for maintenance or repair work, the worker's time will be charged to you
- If you request repairs and the worker is unable to enter due to extra locks or chains on the door not being removed, the worker's time will be charged to you
- You will be charged for any service calls to repair items that you are responsible for maintaining
- You may not authorize any maintenance or repairs at Landlord's or Agent's expense
- You will not be reimbursed for any unauthorized repairs that Landlord is responsible for
- **You will be responsible for service call fees for unwarranted repairs**

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TENANT:

LANDLORD:

_____(SEAL) _____(SEAL)

Date: _____(SEAL)

_____(SEAL) By: _____, AGENT

Date: _____(SEAL)

Date: _____

PET ADDENDUM

Premises:

This Addendum is attached to and made a part of the Residential Rental Contract ("Contract") between Landlord and Tenant for the Premises. Landlord agrees that Tenant shall be permitted to keep a pet of the type described below on the Premises on the following terms and conditions:

1. **Description of Permitted Pet:** *(insert breed, color, age, weight, name, etc.):*

Tenant acknowledges and understands that the terms and conditions of this Addendum apply only to the Pet and not to any other animal of any type except to the extent that Tenant acquires another animal in accordance with paragraph 3 below.

2. **Pet Fee; Damages:** Tenant shall pay a nonrefundable pet fee in the amount of \$ _____ ("Pet Fee"). Tenant acknowledges that the amount of the Pet Fee is reasonable and agrees that the Landlord shall not be required to refund the Pet Fee in whole or in part. Tenant agrees to reimburse Landlord for any primary or secondary damages caused by the Pet, whether the damage is to the Premises or to any common areas used in conjunction with them.

3. **Removal of Pet:** The Tenant shall remove the Pet within 72 hours of written notification from the Landlord that the Pet, in the Landlord's sole judgment, creates a nuisance or disturbance or is, in the Landlord's opinion, undesirable. If the Pet is caused to be removed pursuant to this paragraph, the Landlord shall not be required to refund the Pet Fee; however, the Tenant shall be entitled to acquire and keep another pet of the type previously authorized without the payment of another Pet Fee, but subject to all the other terms of this Addendum.

4. **Tenant Representation:** Tenant represents that to the extent applicable, the Pet (i) has been properly licensed and inoculated for rabies and other required inoculations for the type of animal; and (ii) has been neutered or spayed.

5. **Tenant Responsibility for Care and Control of Pet:** Tenant agrees to be responsible, for feeding, maintaining, providing veterinary care, and promptly cleaning up after the Pet. Tenant also agrees that the Pet will not be tethered, and that when not inside the dwelling, the Pet will at all times be on a leash, or carried, or kept in a secure, fenced-in area.

6. **Indemnity:** Tenant agrees to take reasonable measures to prevent the Pet from causing damage to the property or person of any individual, and to indemnify and hold Landlord and Landlord's agents harmless from any liability to third parties which may result from Tenant's keeping of the Pet.

7. **Insurance:** If Tenant is required to obtain and maintain a renter's insurance policy, Tenant understands and agrees that the policy will include coverage for bodily injury and property damage caused by the Pet.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®. INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

LANDLORD:

(SEAL)

Date: _____ (SEAL) _____ (SEAL)

By: _____, AGENT

Date: _____ (SEAL) _____ (SEAL)

Date: _____ (SEAL) Date: _____

Date: _____



North Carolina Association of REALTORS®. Inc.

Turnkey Residential LLC, PO Box 91205 Raleigh NC 27675
Rachel Groff Produced with



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Phone: 9192185099

Fax:

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SMOKE FREE ADDENDUM

This Smoke-Free Addendum is incorporated into and made part of the lease agreement. The Landlord has implemented a "No Smoking" policy due to the known health effects of secondhand smoke, increased costs incurred due to additional maintenance and cleaning, fire risks, and higher insurance costs associated with permitted smoking on the property.

For this Smoke-Free Addendum, smoking is defined as inhaling, exhaling, breathing, or carrying any lighted or heated cigarette, cigar, pipe, vaporizer, hookah, or other tobacco, marijuana, or non-tobacco smoked product in any form, legal or illegal.

The Tenant(s), occupants, and Tenant's guests acknowledge the leased premises are designated as a smoke-free living space and to maintain a smoke-free environment at all time. No smoking anywhere within the rental unit or on the property is permitted.

If the Tenant violates any part of this Addendum, the Tenant will then be in default of the lease and grounds for enforcement actions. Tenant acknowledges and agrees that a breach of this Addendum shall also render the Tenant liable to Landlord for the costs of repair to the rental property due to damage from smoke odors or residue. Damage includes, but is not limited to, deodorizing carpets and air ducts, necessary painting, replacement of carpets, and any other costs incurred by smoke damage.

Tenant's Signature: _____

Date: _____

Tenant's Signature: _____

Date: _____

Landlord's Signature: _____

Date: _____

Landlord's Signature: _____

Date: _____

TURNKEY RESIDENTIAL

Premises: _____
Tenant(s): _____
Landlord(s): _____

This Residential Rental Contract Addendum (RRCA) is a written modification to, and thus incorporated as part of, the written Residential Rental Contract between Landlord and Tenant(s). Where the terms of said Residential Rental Contract and this RRCA may conflict, this RRCA shall control. Any breach of this RRCA by you, the Tenant (also referred to as "you"), shall constitute a default of the Residential Rental Contract.

The goal of this Addendum is to protect the quality of the Premises environment from the effects of bed bugs by providing sufficient information and instructions. It is the goal of this Addendum to clearly set forth the responsibilities of Tenant and Landlord.

- Tenant acknowledges that they have received and read the pamphlet "Don't Let the Bed Bugs Bite" which outlines how to detect bed bugs, how they spread, how to prevent bed bugs, pest management, preparation for pest management and responsibilities of Tenant and Landlord.
- Tenant acknowledges the Landlord/Agent has inspected the unit and is not aware of any bed bug infestation.
- Tenant agrees that all furnishings and personal properties that will be moved into the premises will be free of bed bugs.

Tenant hereby agrees to prevent and control possible infestation by adhering to the below list of responsibilities.

- Check for hitch-hiking bed bugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and personal belongings for signs of bed bugs before re-entering the premises. Check backpacks, shoes, and clothing after using public transportation or visiting theaters. After guests visit, make sure to inspect beds, bedding and upholstered furniture for signs of bed bug infestation.
- Tenant shall report any problems immediately to Landlord/Agent. Even a few bed bugs can rapidly multiply to create a major infestation that spread to other units.
- Tenant shall cooperate with pest control efforts. If the premises or a neighboring premise is infested, a pest management professional may be called in to eradicate the problem. The premises must be properly prepared for treatment. Tenant must comply

with recommendations and requests from the pest management specialist prior to professional treatment including but not limited to:

- i. Placing all bedding, drapes, curtains, and small rugs in bags for transport to laundry or dry cleaners.
- ii. Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
- iii. Empty dressers, nightstands, and closets. Remove all items from floor, bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
- iv. Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags or canister contents, sealing them tightly in plastic and discarding of properly.
- v. Wash all machine-washable bedding, drapes, and clothing, etc on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bed bugs. Discard any items that cannot be decontaminated.
- vi. Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
- vii. Tenant agrees to reimburse the Landlord/Agent for expenses including but not limited to attorney fees and pest management fees that the Landlord/Agent may incur as a result of infestation of bed bugs in the premises.
- viii. Tenant agrees to hold the Landlord/Agent harmless from any actions, claims, losses, damages, and expenses that may incur as a result of a bed bug infestation.
- ix. It is acknowledged that the Landlord/Agent shall not be liable for any loss of personal property to the Tenant as a result of an infestation of bed bugs. Tenant agrees to have personal property insurance to cover such losses.

Landlord: _____ (seal) Date: _____

Landlord: _____ (seal) Date: _____

Tenant: _____ (seal) Date: _____

Tenant: _____ (seal) Date: _____



Arbitration Agreement Addendum

Arbitration Requirement

In the event of any dispute, claim, or controversy arising out of or relating to this tenancy agreement, including the enforcement, breach, termination, or validity thereof, both parties agree to first attempt resolution through arbitration prior to filing any court action.

Binding Arbitration

The parties agree that any unresolved dispute shall be submitted to binding arbitration under the rules of the selected arbitration body in the state where the property is located. An arbiter with experience in residential tenancy disputes will be selected at the sole discretion of Turnkey Residential.

Arbitration Process

The arbitration shall occur within 60 days of filing for arbitration and shall take place in the county where the property is located unless the parties mutually agree on an alternate location. The costs of arbitration shall be shared equally between the landlord and tenant unless otherwise determined by the arbitrator.

Scope of Arbitration

The arbitrator shall have the power to decide any dispute arising from or relating to the tenancy agreement, except for disputes related to eviction proceedings, which may be exempt from arbitration as mandated by state or local law.

Final and Binding Decision

The decision of the arbitrator shall be final, binding, and enforceable in any court of competent jurisdiction. Each party waives its right to pursue any claims arising under this agreement in a court of law, except to enforce an arbitration award or seek injunctive relief as necessary.

Landlord: _____ (seal)

Date: _____

Landlord: _____ (seal)

Date: _____

Tenant: _____ (seal)

Date: _____

Tenant: _____ (seal)

Date: _____



Roommate Addendum

This addendum is a part of the Lease.

We, the Tenants/Roommates, agree that we are residing together as one economic unit. We confirm that each person is fully responsible for all obligations of the economic unit. We understand and confirm that we are each fully responsible for abiding by and fulfilling the terms in the Lease Agreement. We understand that this responsibility remains until the rented dwelling has been vacated by all occupants.

As a convenience offered, Turnkey Residential will allow split payments to where each roommate can pay his/her portion individually. However, all Tenants are still Equally Responsible for the full amount of rent due on the property. Therefore, if one of the roommates is not paying their share, the other roommates will be held liable for the remaining rent due. Nonpayment of the full amount due can result in termination of the Lease Agreement, including eviction of All Tenants. Additionally, recurring issues with the full payment of rent for the property within the allowed grace period each month may result in losing the convenience of the split payments.

The security deposit and any pre-paid funds will remain with Turnkey Residential until the dwelling has been vacated completely by All Occupants. Any refund of the deposit will be returned in the form of a check within 30 days of all occupants vacating completely and/or completion of the lease (whichever comes later). To receive the security deposit, the property must be returned in rent-ready condition, all keys surrendered to the management company, and an address provided to which the check can be sent. Any charges against the property will be deducted regardless of which tenant damaged the premises.

Each tenant understands and agrees that they are jointly and severally liable to all terms and conditions of the Lease Agreement, including the entire rent and the entire amount of any other charges incurred under the Lease Agreement for the whole term of the Lease Agreement. Any Tenant who vacates while this Lease Agreement is in effect continues to have financial responsibility under the Agreement as part of the economic unit.

Property Address: _____

Agent: _____

Date: _____

Tenant/Roommate

Date

Tenant/Roommate

Date

Tenant/Roommate

Date

Roommate Etiquette Tips Addendum

Living with roommates can be fun, but it requires patience, compromise, and understanding.

Communicate: Discuss expectations, concerns, and house rules early on.

Respect Privacy: Knock before entering a room and do not go through your roommate's belongings without permission. Tenant shall not access any part of the premises outside of one's private room and any common area.

Be Considerate: Be mindful of your roommate's schedule and avoid playing loud music or having parties late at night without asking.

Clean Up After Yourself: Wash dishes, clean up pet messes, and put away supplies.

Split Chores: Take turns on routine chores like taking out the trash and cleaning the bathroom.

Be Mindful of Noise Levels: Everyone has different schedules and lifestyles, so it's important to be respectful of your roommate's need for quiet time. Noise shall be kept at a level as to not disturb neighbors or co-tenants.

Pay Bills on Time: Plan ahead and make a budget.

Respect Each Other's Belongings: Avoid touching or moving anything in the common area without asking first. If Tenant leaves personal belongings in the common area, such belongings could be deemed available for usage by any co-tenant. Any items that Tenant does not wish to share with co-tenant shall be kept in one's private room.

Be Considerate of Common Areas: Talk about how common areas will be used and how storage space will be divided.

Overnight Guests: Tenant understands that Section 14 of the Rental Contract also prohibits overnight guests and no individuals other than Tenant and Permitted Occupants are permitted on the premises past 2am.

Roommate Disagreements: Property Management Firm will not be responsible for settling disagreements between co-tenants. Nothing in this addendum limits Tenant's right to call the police or seek emergency assistance for any issue arising out of such a dispute.

Parking: Landlord is not responsible for any towed vehicles. Tenant's vehicle must be parked in an appropriate parking spot.

Lock Outs: If Tenant is locked out of the premises, property management does not unlock the premise, and tenant must reach out to roommates or a locksmith for entry.

Threats and Other Prohibited Conduct: Tenant or Occupants shall not participate in the following activities on the premises – engaging in or threatening violence towards co-tenants or Landlord (including its agents and employees); disturbing or threatening the rights, comfort, health, safety, or convenience of others in or near the premises; manufacturing, delivering, possessing with intent to deliver or otherwise possessing marijuana or any other controlled substance; or the underage consumption of alcohol. In the event Tenant engages in prohibited conduct, Landlord reserves the right to 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.

Property Address: _____

Tenant/Roommate

Date

Tenant/Roommate

Date

Tenant/Roommate

Date

PROPERTY ASSESSMENT FORM

PROPERTY/LOCATION _____ INSPECTION DATE _____

Instructions: Please mark each item for its existing condition. Provide any remarks that describe conditions requiring attention.

EXTERIOR	EXISTING CONDITION		Remarks if item needs attention
	Good Condition	Needs Attention	
Foundation			
Walls			
Roof			
Electric Fixtures			
Windows/Screen			
Exterior Doors			
Gutters			
Shutters			
Mailbox			
Porch Deck			
GROUNDS			
Lawn			
Shrubs/Trees			
Walks			
Driveway			
Fence			
Exterior Storage			
SYSTEMS			
Cooling System			
Heating System			
Electrical			
Plumbing			
Security			
Water Softener			
Sump Pump			
Garage Door			
Water Heater			
Lawn Sprinkler			
LIVING ROOM			
Floor			
Walls			
Ceiling			
Electric Fixtures			
Windows			
Doors/Locks			
Closet			



North Carolina Association of REALTORS®, Inc.

REALTOR® Tenant Initials

Landlord Agent Initials



STANDARD FORM 415

Revised 7/2022

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Turnkey Residential LLC, PO Box 91205 Raleigh NC 27675

Phone: 9192185096

Fax:

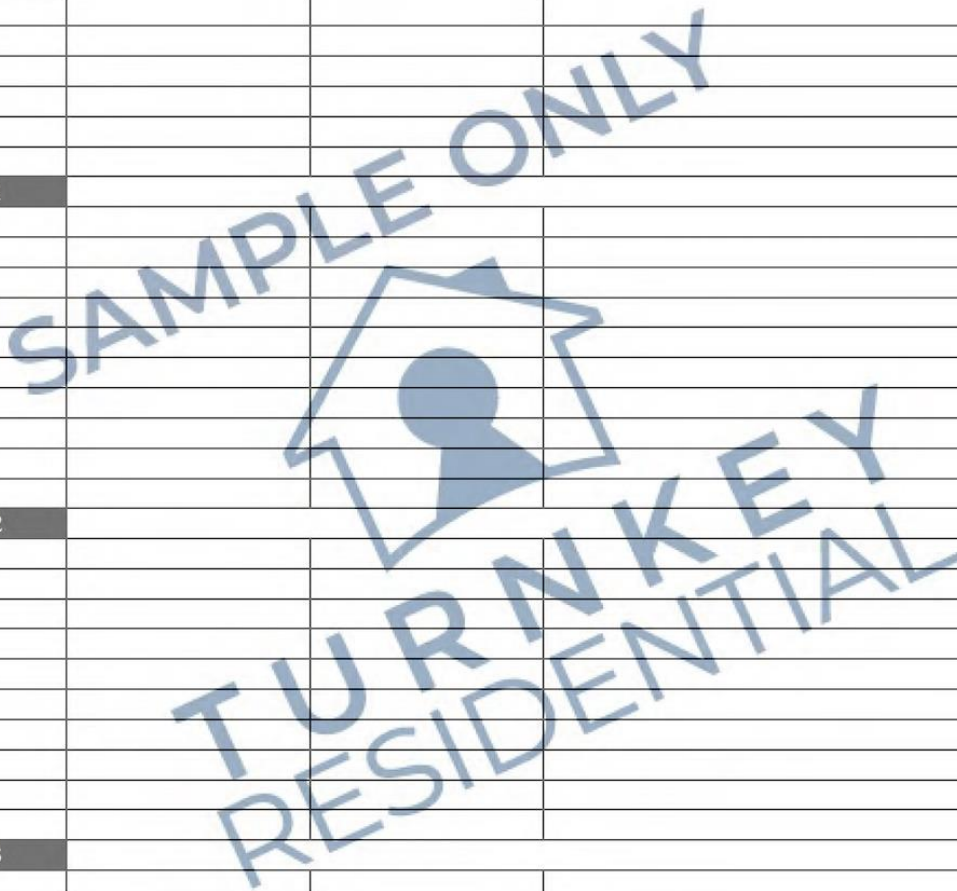
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Rachel Groff

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

www.lwolf.com

KITCHEN	EXISTING CONDITION		Remarks if item needs attention
	Good Condition	Needs Attention	
Floors			
Walls			
Ceiling			
Electric Fixtures			
Windows			
Doors/Locks			
Cabinets			
Sink			
APPLIANCES			
Stove			
Refrigerator			
Dishwasher			
BEDROOM 1			
Floor			
Walls			
Ceiling			
Electric Fixtures			
Windows			
Doors			
Closet			
BEDROOM 2			
Floor			
Walls			
Ceiling			
Electric Fixtures			
Windows			
Doors			
Closet			
BEDROOM 3			
Floor			
Walls			
Ceiling			
Electric Fixtures			
Windows			
Doors			
Closet			



Tenant Initials _____ Landlord Agent Initials _____

LANDLORD-TENANT NORMAL WEAR AND TEAR GUIDE

WARNING: Agents are strongly advised to stop and consult with an attorney before deducting damages from a tenant's security deposit if there is any question as to whether the alleged damage is normal wear and tear or not. This guide is only meant to provide general guidance and examples. It is not the law, and it cannot, and does not, supersede any statute in North Carolina's Tenant Security Deposit Act.

North Carolina General Statutes 42-51 and 42-52 provide the mandatory framework for handling a tenant's security deposit once the tenancy has ended. G.S. 42-51 lays out specific charges and fees that can be deducted, including "damage to the premises." G.S. 42-52 provides that the landlord must provide at least an interim accounting within 30 days, a final accounting within 60 days, or both, in order to have any right to deduct from the deposit any of the damages outlined in G.S. 42-51.

While G.S. 42-51 states that the deposit can be deducted for damages to the leased property, G.S. 42-52 states that "the landlord may not withhold as damages part of the security deposit for conditions that are due to *normal wear and tear* nor may the landlord retain an amount from the security deposit which exceeds his actual damages." This guide is provided to help landlords and tenants understand what "normal wear and tear" may mean when examining damage to the property after the tenancy has ended.

The term "normal wear and tear" is not specifically defined in North Carolina's general statutes. However, it can generally be understood as follows:

Normal wear and tear includes damage to the property that occurs without the tenant's being negligent, careless, or abusive toward the leased premises nor any of the equipment, furnishings, appliances, or other items therein. This standard of care applies to the tenant and any other member of the tenant's household or other people on the leased premises with the tenant's consent.

Some examples of this standard of care include, but are not limited to, the following. Note, these are only examples and this list is not complete or exhaustive.

Normal Wear and Tear:

Damage:

Minor marks on or nicks in wall	Holes in wall larger than nail size (picture hanger) or excessive nail holes
Faded, cracked or chipped paint	Crayon marks, writing on walls, unapproved paint color or excessive dirt requiring primer and paint to cover
Plaster cracks from settling	Holes in walls from doorknobs or carelessness
Loose wallpaper	Ripped, torn or marked up wallpaper
Carpeting/curtains slightly worn or faded by the sun	Torn, stained or burned carpeting/curtains
A rug worn thin by ordinary use	Stains and odors in rug caused by pets, spills or leaks
Minor scuffing on wood floor	Large gouges or scratches on wood floor



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Adopted 7/2024
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Vinyl flooring worn thin	Vinyl flooring with tears, holes or burn marks
Water-stained flooring by shower due to ordinary use	Tiles or grout near shower that cannot be made clean
Stains on old porcelain fixtures that have lost their protective coating	Grime-coated bathtub and/or toilet
Bathroom mirror beginning to "desilver" (black spots)	Mirrors broken, missing or caked with grime
Running or unstable toilet	Broken toilet seat or tank top
Worn gaskets on refrigerator	Broken, chipped or missing refrigerator shelves, trays, bins or bars
Worn countertop	Burns or cuts in countertop
Cabinet doors that will not close	Greasy, sticky or broken cabinets and interiors
Loose hinges or door handles	Damage to door or door frame from forced entry; missing/broken door handles or locks
Closet door off track	Damaged or missing closet door, doorknobs/handles
Slightly dusty blinds	Missing, broken or bent slats on blinds; torn or missing strings
Slightly dirty windows or screens	Broken windows or torn or missing screens
Slightly dusty light fixtures	Broken/missing fixtures/lightbulbs
Stovetops that have deteriorated or discolored due to age	Greasy, sticky stovetops
Dry Lawn	Lawn with pet urine spots, dead areas, and/or excessive weeds
Lawn or shrubs needing routine trim or cut	Lawn and shrubs overgrown and have not been landscaped at least semi-annually

Agent: _____

Date: _____

Tenant: _____

Date: _____

Tenant: _____

Date: _____

Tenant: _____

Date: _____

Tenant: _____

Date: _____

WORKING WITH REAL ESTATE AGENTS (LEASE TRANSACTIONS) (FOR TENANTS)

NOTE: This form is designed for use by agents working with tenants. It is similar, but not identical, to the "Working with Real Estate Agents Disclosure (For Buyers)" published by the NC Real Estate Commission (available as NCAR Standard Form #520), which must be used by agents working with buyers.

IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate lease transaction, it is important that you understand whether an agent represents you.
- Real estate agents should (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of it after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into an agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

Note to Agent: Check all relationship types below that may apply to this tenant.

 X **Tenant Agency:** If you agree, the agent who gave you this form (and the agent's firm) would represent you as a tenant agent and be loyal to you. You may begin with an oral agreement, but your agent must enter into a written tenant agency agreement with you before making a written or oral offer for you. The landlord would either be represented by an agent affiliated with a different real estate firm or be unrepresented.

 Dual Agency: Dual agency will occur if you lease a property listed by the firm that represents you. If you agree, the real estate firm and any agent with the same firm (company), would be permitted to represent you and the landlord at the same time. A dual agent's loyalty would be divided between you and the landlord, but the firm and its agents must treat you and the landlord fairly and equally and cannot help you gain an advantage over the other party.*

 Designated Dual Agency: If you agree, the real estate firm would represent both you and the landlord, but the firm would designate one agent to represent you and a different agent to represent the landlord. Each designated agent would be loyal only to their client.*

*Any agreement between you and an agent that permits dual agency must be put in writing no later than the time you make an offer to lease.

 Unrepresented Tenant (Landlord subagent): The agent who gave you this form may assist you in your lease, but will not be representing you and has no loyalty to you. The agent will represent the landlord and is required to give the landlord any information about you (even personal, financial or confidential information) that would help the landlord in the lease of their property.

Note to Tenant: For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at ncrec.gov (Publications, Q&A Brochures) or ask an agent for a copy of it.

Tenant's signature

Tenant's signature

Date

Rachel Groff
Agent's name

299624
Agent's license no.

Turnkey Residential LLC
Firm name

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North Carolina Association of REALTORS®, Inc.

REALTOR®

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STANDARD FORM 521

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Snapper