

RESIDENTIAL LEASE AGREEMENT - NORTH CAROLINA

Parties:

This Agreement is entered into between _____ (hereinafter referred to as ("Tenant")) and _____ (hereinafter referred to as "Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

Premises:

WITNESSETH: That in consideration of the representations made in the application filed by the Tenant with the Landlord, and the rent reserved herein and the covenants herein contained, the Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises situated in _____ County, North Carolina and located at:

_____ ("the premises"), together with the following furnishings and appliances:

Refrigerator, Oven, subject to the terms and conditions in this Agreement.

Term:

The term of this Lease is for _____, commencing on the ____ day of _____, 20__ and expiring on the ____ day of _____, 20__, unless renewed or extended pursuant to the terms herein.

Payment of Rent:

The rent is _____ Dollars (**\$ _____**) per month in advance, the first installment to be made on the 1st day of _____, 20__ and a like sum on the first day of every month thereafter, without setoff, deduction, or demand, except when that day falls on a weekend or a legal holiday, in which case rent is due on the next business day. Payment shall be made to the person and at the address the Landlord shall designate in writing. Rental is to be paid in cash, money order, cashier's check and/or certified check, or, at the option of the Landlord, in any other fashion. Rent shall not be considered paid until actual receipt thereof. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid.

Rent shall be delivered to the following address:

_____.

Rent Increases:

In the event of a rent increase, Tenant shall be notified pursuant to applicable state laws and/or statutes.

Property Is Rented As Is. If you request Upgrades/Changes, an increase in rent may be required to cover these expenses.

Returned Check and Stop Payment:

In each instance that a check offered by Tenant to Landlord for any amount due under this Agreement or in payment of rent is returned for lack of sufficient funds, a "stop payment" or any other reason, a service charge of \$34 will be assessed.

Late Charges:

If Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will be assessed a late charge of five percent (5%) of the rental payment, whichever is greater. Landlord reserves and in no way waives the right to insist on payment of the rent in full on the date it is due.

Tenant Examination and Acceptance of Premises:

Property is Rented As Is. Nothing can be deducted from the rent. You can do upgrades at your own expenses. You are accepting the property the way it is. The Tenant acknowledges that he has examined the leased premises and his acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and

repair unless otherwise specified herein; and the **Tenant agrees that no representations as to the condition of the premises have been made and that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing.** The Landlord will deliver the leased premises and all common areas in a habitable condition, pursuant to applicable State law. **Tenant takes premises in its AS-IS condition.** Tenant agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. **If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment,** with consequences for nonpayment identical to those for nonpayment of rent described herein.

Occupancy and Use:

The premises are to be used only as a private residence for Tenant(s) listed as parties of this Agreement and the following minor children whose names and ages appear below:

The premises shall be occupied by no more than _____ (____) persons, including children. The premises shall not be used for any purpose other than a private residence without the prior written consent of the Landlord.

Disturbances and Violation of Laws:

Tenant, guests and invitees of either tenant or guests shall not use the premises for any unlawful purpose and shall comply fully with all applicable federal, state and local laws and ordinances, including laws prohibiting the use, possession or sale of illegal drugs. Nor shall Tenant, guests and invitees of either tenant or guests use the premises in a manner offensive to others. Nor shall Tenant, guests and invitees of either tenant or guests create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment of any other tenant or nearby resident. Tenant agrees to immediately inform Landlord and the appropriate authorities upon obtaining actual knowledge of any illegal acts on or upon the leased premises.

Security Deposit and Return Thereof:

YOU MUST STAY AS AGREED, AND GIVE 60 DAYS NOTICE BEFORE MOVING, AND LEAVE THE PROPERTY CLEAN AND IN GOOD ORDER, OR YOU WILL LOSE YOUR DEPOSIT.

Upon execution of this lease, **Tenant will deposit with Landlord the sum of _____ Dollars** (\$ _____), which amount shall not exceed two weeks' rent if a tenancy is week to week, one and one-half months' rent if a tenancy is month to month, and two months' rent for terms greater than month to month. Said security deposit is to be held as collateral security against Tenant's possible nonpayment of rent, damage to the premises, nonfulfillment of rental period, any unpaid bills which become a lien against the demised property due to Tenant's occupancy, costs of re-renting the premises after breach by the tenant, costs of removal and storage of tenant's property after a summary ejectment proceeding or court costs in connection with terminating the tenancy. Tenant may not utilize the security deposit as rent nor shall he deduct same from the last month's rent nor require the Landlord to indemnify itself from said sum of money or any part thereof with respect to any particular violation or default of Tenant.

Within thirty (30) days after Tenant has vacated the premises, Landlord shall furnish Tenant, by personal delivery or by first-class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to Tenant.

If Tenant's address is unknown, Landlord shall hold the balance of the deposit for collection by Tenant for at least six months.

In the event of the sale of the property upon which this premises is situated or the transfer or assignment by the Landlord of this Lease, the Landlord shall have the right to transfer said security deposit to the transferee, notify

Tenant by mail of such transfer and of the transferee's name and address, and Landlord shall be considered released from all liability for the return of the security deposit, and the Tenant shall look solely to the new Landlord for the return of his security deposit. It is agreed that the foregoing shall apply to every transfer or assignment made on the security deposit to a new Landlord.

Application for Lease:

Tenant acknowledges that the statements and representations made in the signed application for said premises are true, that they are deemed a part of this Lease, and the falsity of any of them shall constitute a breach hereof.

Vehicle Parking:

No automobile, truck, motorcycle, trailers or other such vehicles shall be parked on the property without current license plates and said vehicles must be in operating condition. Such vehicles may be parked in driveways or other designated parking area, if provided, or in the street.

Possession At Commencement of Term:

Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant. If Landlord is unable to deliver possession of the premises to Tenant on or before the commencement of the term of this Lease due to another person occupying the premises, Tenant's rights of possession hereunder shall be postponed until said premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth (1/30) of a monthly installment for each day that possession is postponed. Tenant expressly agrees that Landlord shall not be liable for damages to Tenant in the event Tenant, for any reason whatsoever, is unable to enter and occupy the premises.

Insurance:

Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the leased premises and/or in any common areas from any and all damages.

Utilities:

Tenant will be responsible and pay for the following utilities, including all required deposits (check those that apply):

- Gas Water Electric Refuse Collection Telephone Cable TV

Landlord will be responsible and pay for the following utilities, including all required deposits (check those that apply):

- Water Refuse Collection

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

Alterations and Repairs by Tenant:

Unless authorized by law, Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will not remodel or make any structural changes, alterations or additions to the premises, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigerating or cooking units, radio or television antennae; nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangers excepted), nor refinish or shellac wood floors, nor change the existing locks of the premises, without the prior written permission of the Landlord or his Agent. Any of the above-described work shall become part of the dwelling.

Assignment of Agreement and Subletting:

Tenant will not sublet the premises or any portion thereof, or assign this Lease without the prior written consent of Landlord.

Landlord's Responsibilities and Duties:

Landlord shall maintain:

- a. Comply with the current applicable building and housing codes, whether enacted before or after October 1, 1977.
- b. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
- c. Keep all common areas of the premises in safe condition.
- d. Maintain in good and safe working order and promptly repair all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied or required to be supplied by Landlord provided that notification of needed repairs is made to Landlord in writing by Tenant, except in emergency situations.
- e. Provide operable smoke detectors, either battery-operated or electrical, having an Underwriters' Laboratories, Inc., listing or other equivalent national testing laboratory approval, and install the smoke detectors in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions, which Landlord shall retain or provide as proof of compliance. Landlord shall replace or repair the smoke detectors within 15 days of receipt of notification if Landlord is notified of needed replacement or repairs in writing by Tenant. Landlord shall ensure that a smoke detector is operable and in good repair at the beginning of each tenancy. Landlord shall place new batteries in a battery-operated smoke detector at the beginning of a tenancy and Tenant shall replace the batteries as needed during the tenancy.

But landlord shall have no duty to maintain any of the above if the noncompliance is the fault of the Tenant.

Tenant's Responsibilities and Duties:

Tenant shall:

- a. Keep that part of the premises that Tenant occupies and uses as clean and safe as the conditions of the premises permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the premises that Tenant uses.
- b. Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner.
- c. Keep all plumbing fixtures in the dwelling unit or used by Tenant as clean as their condition permits.
- d. Not deliberately or negligently destroy, deface, damage, or remove any part of the premises, nor render inoperable the smoke detector provided by Landlord, or knowingly permit any person to do so.
- e. Comply with any and all obligations imposed upon Tenant by current applicable building and housing codes.
- f. Be responsible for all damage, defacement, or removal of any property inside a dwelling unit in Tenant's exclusive control unless the damage, defacement or removal was due to ordinary wear and tear, acts of Landlord or Landlord's agent, defective products supplied or repairs authorized by Landlord, acts of third parties not invitees of Tenant, or natural forces.
- g. Notify Landlord, in writing, of the need for replacement of or repairs to a smoke detector. Landlord shall ensure that a smoke detector is operable and in good repair at the beginning of each tenancy. Landlord shall

place new batteries in a battery-operated smoke detector at the beginning of a tenancy and Tenant shall replace the batteries as needed during the tenancy.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

Pets:

No pet, animal, bird or other pet will be kept on the premises, even temporarily, without written permission from Landlord or Agent. If written permission is granted, the Tenant agrees to pay the cost of having the dwelling de-fleaed and de-ticked by a professional exterminator at the termination of occupancy. Tenant expressly agrees and understands that Landlord's permission may be conditional upon an additional deposit to be paid prior to the pet being kept on the leased premises. **If You Have A Pet, You Are Required To Shampoo The Carpets At The End Of Your Lease. If Carpets Are Heavy Stained, You Are Responsible For The Cost To Replace Them.**

Quiet Enjoyment:

Landlord agrees that Tenant, keeping and performing the covenants herein contained on the part of the Tenant to be kept and performed, shall at all times during the existence of this lease, renewals or extensions peaceably and quietly, have, hold, and enjoy the leased premises, without suit, trouble or hindrance from Landlord, or any person claiming under Landlord.

Surrender of Premises:

Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean and operating condition, ordinary wear and tear excepted. Tenant shall, at time of vacating premises, clean said premises including stove and refrigerator and remove trash from the premises. Upon vacating the premises Tenant shall deliver all keys thereto to the Landlord or his Agent within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

Landlord's Right to Access and Inspection:

In addition to the rights provided by law, in the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or tenants or to conduct an annual inspection or to address a safety or maintenance problem or to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease, Landlord or Landlord's duly authorized agents may enter the premises. Except in cases of emergency, Tenant's abandonment of the premises, court order or where it is impractical to do so, Landlord shall give Tenant reasonable notice before entering. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.

Termination of Lease - Hold Over:

Either Landlord or Tenant may terminate this lease at the expiration of said Lease or any extension thereof by giving the other thirty (30) days written notice prior to the due date. Since *time is of the essence* in all matters of this Lease, and especially with respect to the issue of renewal, if Tenant shall hold over after the expiration of the term of this Lease, Tenant shall, in the absence of any written agreement to the contrary, be a tenant from month to month, as defined by applicable North Carolina law, at the monthly rate in effect during the last month of the expiring term. All other terms and provisions of this Lease shall remain in full force and effect.

In the event Tenant becomes a month-to-month tenant in the manner described above, Tenant shall be required to provide Landlord, in advance, thirty (30) days written notice of Tenant's intention to surrender the Premises. Landlord, at Landlord's discretion, at any time during a month-to-month tenancy, may terminate the month-to-month tenancy or lease by serving Tenant with a written notice of termination, or by any other means allowed law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

However, in the event Tenant holds over after the expiration of the term of this Lease, and after Landlord or Landlord's agent makes demand, in writing, for the possession of the premises, Landlord or Landlord's agent may file a complaint with the clerk of superior court and ask to be put in possession of the leased premises.

Early Termination of Rental Agreement By Military Personnel:

The provisions of this section, Early Termination of Rental Agreement By Military Personnel, may not be waived or modified by the agreement of the parties under any circumstances.

In the event Tenant is a member of the United States Armed Forces and (i) is required to move pursuant to permanent change of station orders to depart 50 miles or more from the location of the dwelling unit, or (ii) is prematurely or involuntarily discharged or released from active duty with the United States Armed Forces, Tenant may terminate his rental agreement for a dwelling unit by providing Landlord with a written notice of termination to be effective on a date stated in the notice that is at least 30 days after Landlord's receipt of the notice. The notice to Landlord must be accompanied by either a copy of the official military orders or a written verification signed by the member's commanding officer.

Upon termination of a rental agreement under this section, Tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. Tenant is not liable for any other rent or damages due to the early termination of the tenancy except the liquidated damages stipulated herein. If a member terminates this rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind shall be due.

In consideration of early termination of this rental agreement, Tenant is liable to Landlord for liquidated damages provided Tenant has completed less than nine months of the tenancy and Landlord has suffered actual damages due to loss of the tenancy. The liquidated damages shall be in an amount no greater than one month's rent if Tenant has completed less than six months of the tenancy as of the effective date of termination, or one-half of one month's rent if the tenant has completed at least six but less than nine months of the tenancy as of the effective date of termination.

Extended Absences by Tenant and Notice Thereof:

Tenant will notify Landlord in advance if Tenant will be away from the premises for seven (7) or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs. If such absences are customary and frequent, the expected frequency and duration of absence should be summarized here:

Abandonment:

If Landlord finds evidence that clearly shows the premises has been voluntarily vacated after the paid rental period has expired and Landlord has no notice of a disability that caused the vacancy, a presumption of abandonment shall arise 10 or more days after Landlord has posted conspicuously a notice of suspected abandonment both inside and outside the premises and has received no response from Tenant. In such event, Tenant will be considered in default of this Lease and Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises and terminate this Lease without notice to Tenant. This definition is subordinate to, and shall not in any way impair, the rights and remedies of Landlord under this Lease and/or applicable North Carolina law.

Any personal property left by Tenant upon abandonment of premises shall also be considered abandoned.

Disposition Of Tenant's Personal Property:

If Tenant abandons personal property of five hundred dollar (\$500.00) value or less in the demised premises, or fails to remove such property at the time of execution of a writ of possession in an action for summary ejectment, Landlord may, at Landlord's discretion, deliver the property into the custody of a nonprofit organization regularly providing free or at a nominal price clothing and household furnishings to people in need, upon that organization agreeing to identify and separately store the property for 30 days and to release

the property to the tenant at no charge within the 30-day period. In the event Landlord elects to use this procedure, Landlord shall immediately post at the demised premises a notice containing the name and address of the property recipient, post the same notice for 30 days or more at the place where rent is received, and send the same notice by first-class mail to Tenant at Tenant's last known address. Provided, however, that the notice shall not include a description of the property.

Ten days after being placed in lawful possession by execution of a writ of possession, Landlord may throw away, dispose of, or sell all items of personal property remaining on the premises.

Property Damage - Destruction of Property:

If the premises are rendered totally unfit for occupancy by fire, act of God, act of rioters or public enemies, or accident, and the damage or destruction occurred without negligence on the part of the Tenant or his agents or servants, Tenant may surrender the demised premises by a writing to that effect delivered or tendered to Landlord within 10 days from the damage or destruction, and by paying or tendering at the same time all rent in arrear, and a part of the rent growing due at the time of the damage or destruction, proportionate to the time between the last period of payment and the occurrence of the damage or destruction, and Tenant shall be thenceforth discharged from all rent accruing afterwards. If, however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay, and there shall be abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.

Tenant, Tenant's guests and invitees of either Tenant or Tenant's guests will not engage in any activity or action that may cause severe property damage.

Hold Harmless:

To the fullest extent permitted by law, Tenant hereby agrees that Landlord and his Agent will be held free and harmless from any and all loss, claim or damage by reason of any accident, injury, or damage to any person or property occurring on or about the leased premises, unless such accident, injury, or damage shall be caused by the negligence of the Landlord, its agents, servants and/or employees.

Disclaimer Of Security Warranties:

Landlord, Landlord's agents or employees make no warranties, guaranties or representations regarding the security of the Premises, common areas, or the apartment community, and any such warranties and representations, whether expressed or implied, are hereby disclaimed. Tenant hereby agrees and acknowledges that Tenant and occupant(s) shall have the exclusive responsibility of protecting the Premises, Tenant(s), occupant(s) and Tenant's guests from crime, fire, and other danger. Landlord shall not provide and shall have no duty to provide any security devices to Tenant or the apartment community with the exception of those required by applicable law. Tenant shall look solely to the Public Police Force and other forms of Public Safety for protection. Tenant agrees and acknowledges that protection against criminal action is not within the power of Landlord, Landlord's agents or employees, and though Landlord, from time to time, may provide crime deterrent services, those services cannot be relied upon by Tenant and shall not constitute a waiver of, or in any manner modify, the above agreement. Upon Tenant's reasonable request, Landlord shall consider permitting Tenant to install fire safety and/or crime deterrent devices, provided such devices do not damage the Premises, create danger, and Tenant provides Landlord with duplicate keys and alarm codes enabling Landlord to access Premises.

Default / Breach By Tenant:

In the event of any default hereunder on the part of the Tenant, his family, servant, guests, invitees, or should the Tenant occupy the subject premises in violation of any lawful rule, regulation or ordinance issued or promulgated by the Landlord or any rental authority, then and in any of said events the Landlord shall have the right to terminate this lease by giving the Tenant personally or by leaving at the leased premises a thirty (30) day written notice of termination and this Lease shall terminate upon the expiration of thirty (30) days from the delivery of such notice if the default is not remedied within a reasonable time not in excess of thirty (30) days and the Landlord, at the expiration of said thirty (30) day notice or any shorter period conferred under or by operation of law, shall thereupon

be entitled to immediate possession of said premises and may avail himself of any remedy provided by law for the restitution of possession and the recovery of delinquent rent. If this Lease is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

However, in the event the default is nonpayment of rent, Landlord shall not be required to deliver thirty (30) days notice as provided above but may serve Tenant with a ten (10) day written notice of termination whereupon the Tenant must pay the unpaid rent in full or surrender the premises by the expiration of the ten (10) day notice period. Failure by Tenant to pay all past-due rent by the expiration of the ten (10) day notice period shall imply a forfeiture of the term and Landlord may forthwith enter and dispossess Tenant without having declared such forfeiture or having reserved the right of reentry in this Lease. Upon Landlord's termination of this Lease, Tenant expressly agrees and understands that the entire remaining balance of unpaid rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectible. Landlord may hold the portion of Tenant's security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated rent.

Remedies - Cumulative:

The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by law.

Notice of Injuries on Premises:

In the event of any significant injury or damage to Tenant, Tenant's family, or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days of said injury or damage. Failure to provide such notice shall constitute a breach of this Lease.

Waiver:

Any waiver of a default hereunder shall not be deemed a waiver of this agreement or of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

Grounds for Termination of Tenancy:

The failure of Tenant, guests and invitees of either tenant or guests to comply with any term of this Lease is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

Court Costs and Attorneys Fees:

In the event that the Landlord shall find it necessary to expend any monies in legally enforcing any provisions of this lease, including the collection of rent or other charges due hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby, to the greatest extent allowed by applicable law.

Agents and Authority to Receive Legal Papers:

Any notice which either party may or is required to give, shall be in writing and may be given by mailing the same, by certified mail, and shall be deemed sufficiently served upon Tenant if and when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox to Tenant at the premises. If Tenant is more than one person, then notice to one shall be sufficient as notice to all. The Landlord, any person managing the premises and anyone designated by the Landlord as agent are authorized to accept service of process and receive other notices and demands, which may be delivered to:

The Landlord, at the following address:

[Redacted address]

Time:

Time is of the essence in all matters of this agreement.

Subordination:

Tenant agrees to accept the premises subject to and subordinate to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any documents related to the Landlord’s right to subject the premises to a mortgage or other lien.

Eminent Domain:

If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premise, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for the period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof.

Paragraph Headings:

The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

Binding on Heirs and Assigns:

This Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

Entire Agreement:

This document and any Attachments constitutes the final and entire Agreement between the parties hereto, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Neither Landlord or Tenant shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained unless made in writing and signed by both Landlord and Tenant.

Governing Law:

This Lease shall be governed by the laws of the state of North Carolina.

Severability:

The provisions of this Lease are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the lease or their application to Tenant or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Lease would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision, sentence, clause, section or part had not been included therein to the extent that portion of this agreement may be invalid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Lease agreement shall remain in full force and effect. It is further agreed that this Lease may be executed in counterparts, each of which when considered together shall constitute the original contract.

Additional Provisions:

Tenant acknowledges receipt of an executed copy of this Lease.

Landlord/Agent's signature: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Tenant's signature: _____

Print name: _____ Date: _____

It is understood that no money will be refunded if you are unable to move in, or stay as agreed.

YOU MUST STAY AS AGREED, AND GIVE 60 DAYS NOTICE BEFORE MOVING, AND LEAVE THE PROPERTY CLEAN AND IN GOOD ORDER, OR YOU WILL LOSE YOUR DEPOSIT. Rent is not refundable.