

# STANDARD LEASE AGREEMENT

This Agreement is between RONALD DECONTO OF 807 W TRINITY AVE #228, DURHAM, NC 27701, email: rondeconto@gmail.com, hereinafter known as the "Landlord" and AMAR THORPE, email: ~~ahkeemthorpe@icloud.com~~, hereinafter known as the "Tenant(s)" agree to the following: *Brittney Evans* *ROSE* *britt.brown298@gmail.com*

**OCCUPANT(S):** The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant(s): tenant's 2 children, hereinafter known as the "Occupant(s)".

**OFFER TO RENT:** The Landlord hereby rents to the Tenant(s), subject to the following terms and conditions of this Agreement, an apartment with the following mailing address 223A MAPLE DR, OXFORD, NC 27565 consisting of 1 Bathroom and 2 Bedrooms hereinafter known as the "Premises".

**PURPOSE:** The Tenant and Occupant(s) may use Premises as a residential dwelling. It may not be used for storage, manufacturing of any type of product, a professional service, or any commercial use unless otherwise stated in this Agreement.

**APPLIANCES:** The Landlord shall provide: REFRIGERATOR & STOVE. Any damage to the Landlord's appliances shall be the liability of the Tenant(s), reasonable wear-and-tear excepted.

**LEASE TERM:** This Agreement shall begin on the 1st day of MAY, 2024 and end on the 30TH day of APRIL, 2025 hereinafter known as the "Lease Term".

**RENT:** The Tenant(s) shall pay the Landlord in equal monthly installments of \$750.00 (US Dollars) hereinafter known as the "Rent". The Rent will be due on the 1st of every month and paid via the following instructions: VENMO or PAYPAL

**LATE FEE:** If Rent is not paid on the Due Date: There shall be a penalty of 5% of monthly rate. Rent is considered late when it has not been paid 8 days after it is due [if there is no grace period write "0"]

**PRE-PAYMENT:** The Tenant shall: Pre-Pay Rent of \$750.00 (US Dollars) for the following time-period starting on the 1st day of MAY, 2024, ending on the 31st day of APRIL, 2025. The Pre-Payment of Rent will be due at the execution of this Agreement.

The Tenant will be moving-in to the Premises before the start of the Lease Term on the 16th day of APRIL, 2024 and shall pay \$750.00 for 1st months rent (as stated above) upon the execution of this Agreement and \$750.00 on the 1st day of May for last month's rent. The tenant shall clean the apartment and move the appliances from UNIT B over to UNIT A.

**SECURITY DEPOSIT:** A Security Deposit in the amount of \$ 0 (US Dollars) shall be required by the Tenant(s) at the execution of this Agreement.

**POSSESSION:** Tenant(s) has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant(s) shall terminate this Agreement at the option of the Tenant(s). Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant(s) cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant(s) along with any other pre-paid rent, fees, including if the Tenant(s) paid a fee during the application process before the execution of this Agreement.

**ACCESS:** Upon the beginning of the Proration Period or the start of the Lease Term, whichever is earlier, the Landlord agrees to give access to the Tenant(s) in the form of keys, fobs, cards, or any type of keyless security entry as needed to enter the common areas and the Premises. Duplicate copies of the access provided may only be authorized under the consent of the Landlord and, if any replacements are needed, the Landlord may provide them for a fee. At the end of this Agreement all access provided to the Tenant(s) shall be returned to the Landlord

or a fee will be charged to the Tenant(s) or the fee will be subtracted from the Security Deposit.

**SUBLETTING:** The Tenant(s) shall not be able to sublet the Premises without the written consent from the Landlord. The consent by the Landlord to one subtenant shall not be deemed to be consent to any subsequent subtenant.

**ABANDONMENT:** If the Tenant(s) vacates or abandons the property for a time-period that is the minimum set by State law or seven (7) days, whichever is less, the Landlord shall have the right to terminate this Agreement immediately and remove all belongings including any personal property off of the Premises. If the Tenant(s) vacates or abandons the property, the Landlord shall immediately have the right to terminate this Agreement.

**ASSIGNMENT:** Tenant(s) shall not assign this Lease without the prior written consent of the Landlord. The consent by the Landlord to one assignment shall not be deemed to be consent to any subsequent assignment.

**RIGHT OF ENTRY:** The Landlord shall have the right to enter the Premises during normal working hours by providing at least twenty-four (24) hours notice in order for inspection, make necessary repairs, alterations or improvements, to supply services as agreed or for any reasonable purpose. The Landlord may exhibit the Premises to prospective purchasers, mortgagees, or lessees upon reasonable notice.

**SALE OF PROPERTY:** If the Premises is sold, the Tenant(s) is to be notified of the new Owner, and if there is a new Manager, their contact details for repairs and maintenance shall be forwarded. If the Premises is conveyed to another party, the new owner:  
Does not have the right to terminate this Agreement.

**UTILITIES:** The Landlord shall provide the following utilities and services to the Tenant(s):  
NONE

**MAINTENANCE, REPAIRS, OR ALTERATIONS:** The Tenant(s) shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant(s) may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant moves into the premises. After the initial placement of the batteries it is the responsibility of the Tenant(s) to replace batteries when needed. A monthly " cursory " inspection may be required for all fire extinguishers to make sure they are fully charged.

**PETS: NO PETS ALLOWED**

**NOISE/WASTE:** The Tenant(s) agrees not to commit waste on the premises, maintain, or permit to be maintained, a nuisance thereon, or use, or permit the premises to be used, in an unlawful manner. The Tenant(s) further agrees to abide by any and all local, county, and State noise ordinances.

**GUESTS:** There shall be no other persons living on the Premises other than the Tenant(s) and any Occupant(s). Guests of the Tenant(s) are allowed for periods not lasting for more than 48 hours unless otherwise approved by the Landlord in writing.

**SMOKING POLICY:** Smoking INSIDE THE UNIT IS NOT ALLOWED.

**COMPLIANCE WITH LAW:** The Tenant(s) agrees that during the term of the Agreement, to promptly comply with any present and future laws, ordinances, orders, rules, regulations, and requirements of the Federal, State, County, City, and Municipal government or any of their

departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against the Tenant(s), the Landlord, or both.

**DEFAULT:** If the Tenant(s) fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Landlord, or materially fails to comply with any duties imposed on the Tenant(s) by statute or State laws, within the time period after delivery of written notice by the Landlord specifying the non-compliance and indicating the intention of the Landlord to terminate the Agreement by reason thereof, the Landlord may terminate this Agreement. If the Tenant(s) fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Landlord may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Landlord at law or in equity and may immediately terminate this Agreement.

The Tenant(s) will be in default if: (a) Tenant(s) does not pay rent or other amounts that are owed; (b) Tenant(s), their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant(s) abandons the Premises; (d) Tenant(s) gives incorrect or false information in the rental application; (e) Tenant(s), or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant(s), guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

**MULTIPLE TENANT(S) OR OCCUPANT(S):** Each individual that is considered a Tenant(s) is jointly and individually liable for all of this Agreement's obligations, including but not limited to rent monies. If any Tenant(s), guest, or Occupant(s) violates this Agreement, the Tenant(s) is considered to have violated this Agreement. Landlord's requests and notices to the Tenant(s) or any of the Occupant(s) of legal age constitutes notice to the Tenant(s). Notices and requests from the Tenant(s) or any one of the Occupant(s) (including repair requests and entry permissions) constitutes notice from the Tenant(s). In eviction suits, the Tenant(s) is considered the agent of the Premise for the service of process.

**DISPUTES:** If a dispute arises during or after the term of this Agreement between the Landlord and Tenant(s), they shall agree to hold negotiations amongst themselves, in "good faith", before any litigation.

**SEVERABILITY:** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**SURRENDER OF PREMISES:** The Tenant has surrendered the Premises when (a) the move-out date has passed and no one is living in the Premise within the Landlord's reasonable judgment; or (b) Access to the Premise have been turned in to Landlord – whichever comes first. Upon the expiration of the term hereof, the Tenant shall surrender the Premise in better or equal condition as it were at the commencement of this Agreement, reasonable use, wear and tear thereof, and damages by the elements excepted.

**WAIVER:** A Waiver by the Landlord for a breach of any covenant or duty by the Tenant(s), under this Agreement is not a waiver for a breach of any other covenant or duty by the Tenant(s), or of any subsequent breach of the same covenant or duty. No provision of this Agreement shall be considered waived unless such a waiver shall be expressed in writing as a formal amendment

to this Agreement and executed by the Tenant(s) and Landlord.

**HAZARDOUS MATERIALS:** The Tenant(s) agrees to not possess any type of personal property that could be considered a fire hazard such as a substance having flammable or explosive characteristics on the Premises. Items that are prohibited to be brought into the Premises, other than for everyday cooking or the need of an appliance, includes but is not limited to gas (compressed), gasoline, fuel, propane, kerosene, motor oil, fireworks, or any other related content in the form of a liquid, solid, or gas.

**INDEMNIFICATION:** The Landlord shall not be liable for any damage or injury to the Tenant(s), or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant(s) agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence.

IT IS REQUIRED THAT TENANT PURCHASE RENTER'S INSURANCE AT HIS OWN COST.

**COVENANTS:** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Agreement.

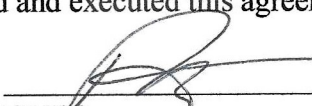
**PREMISES DEEMED UNINHABITABLE:** If the Property is deemed uninhabitable due to damage beyond reasonable repair the Tenant(s) will be able to terminate this Agreement by written notice to the Landlord. If said damage was due to the negligence of the Tenant(s), the Tenant(s) shall be liable to the Landlord for all repairs and for the loss of income due to restoring the Premises back to a livable condition in addition to any other losses that can be proved by the Landlord.

**GOVERNING LAW:** This Agreement is to be governed under the laws located in the State of NC.

**ADDITIONAL TERMS AND CONDITIONS:** TENANT IS RESPONSIBLE FOR THE LAWN MOWING AND MAINTENANCE OF HIS HALF OF THE YARD.

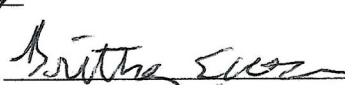
**ENTIRE AGREEMENT:** This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Landlord and Tenant(s) agree to the terms and conditions and shall be bound until the end of the Lease Term.

The parties have agreed and executed this agreement on the 16th day of April, 2024.

Landlord's Signature  Print Name:

RONALD DECONTO

Date: 4/18/24

Tenant's Signature  Print Name:

~~AMAR THORPE~~ BRITTANY EVANS (RD, BE)

Date: 4-18-2024

## AMOUNT (\$) DUE AT SIGNING

**Pre-Payment of Rent:** \$750.00 (US Dollars)

**Last Month's Rent:** \$750.00 (US Dollars) Due on May 1, 2024