

NORTH CAROLINA RESIDENTIAL LEASE AGREEMENT

I. THE PARTIES. This Residential Lease Agreement ("Agreement") made this _____, 20____ is between:

Landlord: Susan S. Fox with a mailing address of 114 Virginia Ave, City of Carolina Beach, State of NC ("Landlord"), AND

Tenant(s): Jacqueline Fields ("Tenant").

Landlord and Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Tenant agrees to lease the Premises from the Landlord under the following terms and conditions:

II. LEASE TYPE. This Agreement shall be considered a: (check one)

☒ - Fixed Lease. The Tenant shall be allowed to occupy the Premises starting on April 1st, 2024 and end on April 1st, 2025 ("Lease Term"). At the end of the Lease Term and no renewal is made, the Tenant: (check one)

☒ - May continue to lease the Premises under the same terms of this Agreement under a month-to-month arrangement.

☐ - Must vacate the Premises.

☐ - Month-to-Month Lease. The Tenant shall be allowed to occupy the Premises on a month-to-month arrangement starting on _____, 20____ and ending upon notice of ____ days from either Party to the other Party ("Lease Term").

III. OCCUPANT(S). The Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant: (check one)

☒ - Darius Fields ("Occupant(s)")

☐ - There are no Occupant(s).

IV. THE PROPERTY. The Landlord agrees to lease the described property below to the Tenant: (enter the property information)

a.) Mailing Address: 1514 Oxford Rd, City of Henderson, State of NC

b.) Residence Type: ☒ Apartment ☐ House ☐ Condo ☐ Other: _____

c.) Bedroom(s): 3

d.) Bathroom(s): 1

The aforementioned property shall be leased wholly by the Tenant ("Premises").

V. PURPOSE. The Tenant and Occupant(s) may only use the Premises as: (check one)

☒ - A residential dwelling only.

☐ - A residential dwelling and: _____.

VI. FURNISHINGS. The Premises is: (check one)

☐ - To be furnished with the following: _____
_____.

☒ - Not furnished.

VII. APPLIANCES. The Landlord shall: (check one)

☐ - Provide the following appliances: _____
_____.

☒ - Not provide any appliances.

VIII. RENT. The Tenant shall pay the Landlord, in equal monthly installments, \$ 960.⁰⁰ ("Rent"). The Rent shall be due on the 1st of every month ("Due Date") and paid under the following instructions: _____.

IX. NON-SUFFICIENT FUNDS (NSF CHECKS). If the Tenant pays the Rent with a check that is not honored due to insufficient funds (NSF): (check one)

☒ - There shall be a fee of \$ 15.⁰⁰ per incident.

☐ - There shall be no fee.

X. LATE FEE. If Rent is not paid on the Due Date: (check one)

☐ - There shall be a penalty of \$ 15.⁰⁰ due as ☒ One (1) Time Payment ☐ Every Day Rent is Late. Rent is considered late when it has not been paid within 5 day(s) after the Due Date.

☐ - There shall be No Late Fee if Rent is late.

XI. FIRST (1ST) MONTH'S RENT. The Tenant is required to pay the first (1st) month's rent: (check one)

☒ - Upon the execution of this Agreement.

☐ - Upon the first (1st) day of the Lease Term.

XII. PRE-PAYMENT. The Tenant shall: (check one)

☐ - Pre-Pay Rent in the amount of \$ _____ for the term starting on _____, 20____ and ending on _____, 20____. The Pre-Payment of Rent shall be due upon the execution of this Agreement.

☒ - Not be required to Pre-Pay Rent.

XIII. PRORATION PERIOD. The Tenant: (check one)

☐ - Shall take possession of the Premises before the start of the Lease Term on _____, 20____ and agrees to pay \$ _____ for the proration period. The proration rate is calculated by the monthly Rent on a daily basis which shall be paid by the Tenant upon the execution of this Agreement.

☒ - Shall not be taking possession of the Premises before the Lease Term.

XIV. SECURITY DEPOSIT. As part of this Agreement: (check one)

☐ - The Landlord requires a payment in the amount of \$ 900.⁰⁰ ("Security Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. Payment of the Security Deposit is required by the Tenant upon the execution of this Agreement. The Security Deposit shall be returned to the Tenant within 30 days after the end of the Lease Term less any itemized deductions. This Security Deposit shall not be credited towards any Rent unless the Landlord gives their written consent. Within thirty (30) days after the Landlord receives the Security Deposit, the Tenant must be furnished with a receipt with information regarding the name and address of the financial institution where it is being held. The Security Deposit must also be deposited into a trust account in accordance with State law.

☐ - The Landlord does not require a Security Deposit as part of this Agreement.

XV. MOVE-IN INSPECTION. Before, at the time of the Tenant accepting possession, or shortly thereafter, the Landlord and Tenant: (check one)

☒ - Agree to inspect the Premises and write any present damages or needed repairs on a move-in checklist.

☐ - Shall not inspect the Premises or complete a move-in checklist.

XVI. PARKING. The Landlord: (check one)

☒ - Shall provide 2 parking space(s) to the Tenant for a fee of \$ — to be paid ☐ at the execution of this Agreement ☐ on a monthly basis in addition to the rent. The parking space(s) are described as:

☐ - Shall NOT provide parking.

XVII. SALE OF PROPERTY. If the Premises is sold, the Tenant 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: (check one)

☒ - Has the right to terminate this Agreement by providing 60 days' notice to the Tenant.

☐ - Does not have the right to terminate this Agreement.

XVIII. UTILITIES. The Landlord shall provide the following utilities and services to the Tenant: none

Any other utilities or services not mentioned will be the responsibility of the Tenant.

XIX. EARLY TERMINATION. The Tenant: (check one)

☐ - Shall have the right to terminate this Agreement at any time by providing at least ____ days' written notice to the Landlord along with an early termination fee of \$_____ (US Dollars). During the notice period for termination the Tenant will remain responsible for the payment of rent.

☒ - Shall not have the right to terminate this Agreement.

XX. SMOKING POLICY. Smoking on the Premises is: (check one)

☐ - Permitted ONLY in the following areas: outside

☐ - Prohibited on the Premises and Common Areas.

XXI. PETS. The Tenant: (check one)

☐ - Shall have the right to have ____ pet(s) on the Premises consisting of _____ [Types of Pets Allowed] that are not to weigh over ____ pounds. For the right to have pet(s) on the Premises the Landlord shall charge a fee of \$_____ that is ☐ non-refundable ☐ refundable unless there are damages related to the pet. The Tenant is responsible for all damage that any pet causes, regardless of ownership of said pet and agrees to restore the Premises to its original condition at their expense.

☒ - Shall not have the right to have pets on the Premises or in the common areas.

XXII. WATERBEDS. The Tenant: (check one)

☐ - Shall have the right to use a waterbed on the Premises.

☒ - Shall not have the right to use a waterbed on the Premises.

XXIII. NOTICES. Any notice to be sent by the Landlord or the Tenant to each other shall use the following addresses:

Landlord's / Agent's Address:

Tenant's Mailing Address: (check one)

☒ - The Premises.

☐ - Other. _____

XXIV. AGENT/MANAGER. (check one)

☒ - The Landlord does have a manager on the Premises that can be contacted for any maintenance or repair at:

Name: _____

Telephone (____) ____ - ____

E-Mail _____

☒ - The Landlord does not have a manager on the Premises although the Landlord can be contacted for any maintenance or repair at:

Telephone (____) ____ - ____

E-Mail _____

XXV. POSSESSION. Tenant 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 shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, the Security Deposit (if any) shall be returned to the Tenant along with any other pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement.

XXVI. 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 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 shall be returned to the Landlord or a fee will be charged to the Tenant or the fee will be subtracted from the Security Deposit.

XXVII. SUBLETTING. The Tenant 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.

XXVIII. ABANDONMENT. If the Tenant vacates or abandons the Premises 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 vacates or abandons the Premises, the Landlord shall immediately have the right to terminate this Agreement.

XXIX. ASSIGNMENT. Tenant 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.

XXX. 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.

XXXI. MAINTENANCE, REPAIRS, OR ALTERATIONS. The Tenant 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 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 fresh batteries it is the responsibility of the Tenant to replace batteries when needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged. *Tenant is responsible for lawn maintenance*

XXXII. NOISE/WASTE. The Tenant 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 further agrees to abide by any and all local, county, and State noise ordinances.

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

XXXIV. COMPLIANCE WITH LAW. The Tenant 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, the Landlord, or both.

☐ - The Premises was built prior to 1978 and there is an attachment titled the 'Lead-Based Paint Disclosure' that must be initialed and signed by the Landlord and Tenant.

☒ - The Premises was not built prior to 1978.

XLVIII. GOVERNING LAW. This Agreement is to be governed under the laws located in the State of North Carolina.

XLIX. ADDITIONAL TERMS AND CONDITIONS. In exchange for the low rate of rent, the tenant agrees to take care of repairs.

L. 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 agree to the terms and conditions and shall be bound until the end of the Lease Term.

Landlord's Signature Dusan A Fox **Date:** 3/27/24

Print Name: _____

Tenant's Signature Jacqueline Jett **Date:** 3/27/24

Print Name: _____

Tenant's Signature _____ **Date:** _____

Print Name: _____

Agent's Signature _____ **Date:** _____

Print Name: _____