Wilmington Residential Lease

Created On The 25th Day Of June In The Year 2025

§ Premises

217 North 11th Street
Wilmington, NC 28401

§ Terms

Start Date	2025-10-19	**Security Deposit**	$1,000.00
End Date	2026-01-18	**One Time Pet Fee**	$300.00
Rent Amount	$2,200.00	**Move-In Fee**	$0.00
Rent Due On	first	**Move-Out Fee**	$0.00
Monthly Parking	$0.00	**Late Rent Fee**	$100.00

§ Lessees

Name	Catherine Nicholson
E-Mail	dunedinspinern@gmail.com
Phone	727-385-7111
Address	401 Somerset Lane Palm Harbor, FL 34684

§ Lessor

Name	Summit Beach Properties LLC
Email	arizcale@gmail.com
Phone	828-228-8224
Emergencies	336-972-3704
Address	6065 Durango Way Denver, NC 28037

This lease was created using Avail landlord software.

§ *Notice of Habitability*

I hereby acknowledge that Lessor has disclosed any code violations, code enforcement litigation and/or compliance board proceedings during the previous 12 months for the residence and common area and any notice of intent to terminate utility service, copies of which, if any, are listed below to this lease.

No known conditions affecting habitability.

§ *Notice of Foreclosure*

I hereby acknowledge that Lessor has disclosed any foreclosure proceedings against the property or Lessor, copies of which, if any, are listed below.

No known foreclosure proceedings.

§ *Further Acknowledgement by Lessees*

Lessee hereby acknowledges that on or before 06/27/2025, he/she/they received from Summit Beach Properties LLC, in connection with the rental of the dwelling located at 217 North 11th Street, the following documents:

Enclosure (1)
Lead Paint Pamphlet

Enclosure (2)
Mold Pamphlet

Enclosure (3)
North Carolina Groundwater Standards

Enclosure (4)
Landlord Tenant Brochure

Enclosure (5)
North Carolina Code Chapter 42

Enclosure (6)
Residential Building Code

Enclosure (7)
(Charlotte) North Carolina Code of Ordinances

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§ *Signatures*

Lessee Signatures

Catherine Nicholson

SECURE ELECTRONIC SIGNATURE
Catherine Nicholson (dunedinspinern@gmail.com)
6/26/2025 8:24am CDT
Via Avail landlord software
ID AES-92324618

Lessor Signature

Cale Knopf

SECURE ELECTRONIC SIGNATURE
Cale Knopf (arizcale@gmail.com)
6/27/2025 6:42am CDT
Via Avail landlord software
ID AES-92324619

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§ *Clauses*

1. **Rent**
   The Lessee shall pay to the Lessor or Lessor's authorized agent, at the address set forth above, or through Avail, or as changed by written notice to the Lessee, as rent for the Premises, parking, or otherwise the sum as stated above. Rent is due and payable on the first day of each calendar month, in advance. The timely payment of each installment of rent is deemed to be of the essence of this Lease. The failure to pay rent when due may result in the Lessor bringing an action in court to recover unpaid rent and/or possession.

2. **Jointly and Severally Liable**
   Each Lessee is jointly and severally liable for the payment of rent and performance of all other terms of this Lease.

3. **Security Deposit**
   The Lessee has deposited with the Lessor, the sum set forth above, not to exceed one and one half month's rent, as a security deposit. The security deposit shall be held by the Lessor in accordance with state, local law, or ordinance to secure the faithful performance by the Lessee of all of the provisions contained in this Lease. The Lessor, or its agent, shall provide the Lessee the bank information where the security deposit is held within thirty (30) days following the lease term. If Lessee performs all of the obligations as provided in this Lease and pays all sums due to the Lessor, then the Lessor, after the Lessee has surrendered possession of the Premises and delivered the keys back to the Lessor, shall refund said deposit to Lessee within thirty (30) days, including interest as provided by law. If the Lessee has failed to perform or comply with any of the provisions of the lease, then the Lessor shall provide an itemized statement accounting for the damages and the cost thereof, and apply all or any part of the security deposit for unpaid rent, damages caused by the Lessee, damages that are not the result of reasonable normal use, the cost of removal and storage of the Lessee's personal property, and any court costs to evict the Lessee. The security deposit shall not be treated as advance payment of rent, and the Lessee shall not apply the security deposit as rent during the term of the lease unless the Lessee has vacated the Premises or the Lessee first obtains written permission from the Lessor.

4. **Possession**
   Lessee shall be permitted to take possession of the Premises at the commencement of the lease. If Lessor cannot deliver possession of the Premises at the commencement of the lease term, the rent shall be abated until the Premises are available for occupancy by Lessee, or at Lessee's option, the Lessee may terminate this lease upon written notice to Lessor. Lessor shall not be liable to Lessee for any consequential damages to Lessee arising as a result of Lessor's inability to give Lessee possession of the Premises at the commencement of the lease term.

This lease was created using Avail landlord software.

5. **Condition of Premises**
   Lessee has examined the Premises prior to accepting the same and prior to the execution of this lease, and is satisfied with the physical condition thereof, including but not limited to the heating, plumbing and smoke detectors. Lessee's acceptance of possession shall constitute conclusive evidence of Lessee's receipt of the Premises in good order and repair as of the commencement of the lease term. Lessor or his agent has made no promises as to condition or repair to Lessee, unless they are expressed in this lease or a rider attached hereto signed by Lessee and Lessor or his agent, and no promises to decorate, alter or repair the Premises have been made by Lessor or his agent, unless expressed herein.

6. **Limitation of Liability**
   Except as provided by state or local law or ordinance, Lessor shall not be liable for any damage (a) occasioned by failure to keep Premises in repair; (b) for any loss or damage of or to Lessee's property wherever located in or about the building or Premises, or (c) acts or neglect of other tenants, occupants or others at the building.

7. **Lessee to Maintain**
   Lessee shall keep the Premises and the fixtures and appliances therein in a clean and healthy condition, and in good working order, and in accordance with any and all ordinances applicable to the tenancy, at Lessee's own expense, and upon the termination of this lease, for any reason, Lessee shall return the Premises to Lessor in as good a condition of cleanliness and repair as at the commencement of this lease, reasonable wear and tear excepted. Lessee shall make all necessary repairs to the Premises whenever damage has occurred or repairs are required due to Lessee's conduct or neglect. Lessee shall replace all broken glass and fixtures and shall maintain all smoke and carbon monoxide detectors in good condition at all times, including replacing spent batteries as necessary. Upon Lessee vacating the Premises, if the Premises are not clean and in good repair, Lessor or his agent may replace the Premises in the same condition of repair and cleanliness as existed at the commencement of the lease term. Lessee agrees to pay Lessor for all expenses incurred by Lessor in replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect to occur to the water, gas, utilities or any other portion of the Premises.

8. **Use of Premises**
   The Premises shall be occupied for residential purposes only, and only by the persons disclosed in this lease and on the Application for Lease submitted by Lessee in connection with the renting of the Premises. Lessee shall not engage in any activity, which will increase the rate of insurance on the property. Lessee shall not allow trash to accumulate in the common areas of the Premises or allow objects to be thrown from windows. Lessee shall not hang objects out of windows or place objects on windowsills or ledges, which may fall and injure persons below. Lessee shall not keep any pet in the Premises without written permission being first obtained from Lessor. If the Lessee has a documented disability recognized under federal, state, or local law that requires a service animal or support animal, Lessee shall inform Lessor in writing and request an accommodation. Lessee shall not use porches for cooking, sleeping or storage of furniture, bicycles or other items of personal property. In no case shall Lessee allow porches or decks to be overloaded or occupied by more people than would be reasonably safe based on the condition of such porch or deck.

9. **Appliances**
   Lessee shall not install any air conditioning, heating or cooling equipment or dishwashers or clothes washers or dryers or other appliances in any portion of the building or Premises occupied by Lessee without first obtaining Lessor's written permission to do so. All such appliances installed by Lessee shall be maintained in good working order by Lessee and removed by Lessee at the expiration of the term of the lease. Any damage caused by appliances installed by Lessee shall be the responsibility of Lessee and Lessee shall reimburse Lessor for the cost of repair of any damage caused by such appliances.

10. **Disturbance**
    Lessee agrees not to play televisions, radios or musical instruments or musical playback equipment in a manner which disturbs other tenants, and shall maintain the volume of such equipment at reasonable levels. In addition, Lessee agrees to limit playing of such equipment between the hours of 10:00 p.m. and 7:00 a.m. to a volume that cannot be heard by persons outside of the Premises.

11. **Access to Premises**
    Lessee shall permit the Lessor access to the Premises at all reasonable times, subject to the notice requirements of applicable law or ordinance, to inspect the Premises and/or to make any necessary repairs, maintenance or improvements or supply necessary or agreed upon services, or to determine Lessor's compliance with the provisions of this Lease. In the event of an emergency or where repairs in the building require access to Lessee's Premises, Lessor may enter without prior notice to Lessee, without the same being considered a forcible entry by Lessor. Lessee's failure to provide such access shall be a breach of this lease, and Lessor shall be entitled to terminate this lease in the event such access is denied by Lessee.

12. **Sublet or Assignment**
    Lessee shall not sublet the Premises or any part thereof, nor assign this lease, without obtaining Lessor's prior written permission to sublet or assign. Lessor shall not unreasonably withhold permission and will accept a reasonable sublease as provided by ordinance.

13. **Liability for Rent**
    Lessee’s failure to pay rent within 10 days after a demand for payment is made by the Lessor shall entitle Lessor to dispossess the tenant without having declared such forfeiture. Lessee shall continue paying rent and all other charges for the Premises to the end of the term of this lease, whether or not the Premises becomes vacant by reason of abandonment, breach of the lease by Lessee, wrongful termination by Lessee or if the Lessee has been evicted for breach of this lease, to the extent said obligation for rent has not been mitigated, abated or discharged, in whole or in part, by any law or ordinance. Notwithstanding any of the provisions contained in this section, the Lessor shall make a good faith effort to re-let the Premises (but not in priority to other vacancies) and if the Premises is re-let, Lessee shall be responsible for the balance of the rent, costs, advertising costs and attorney's fees in connection therewith.

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14. **Binding Effect**
If Lessee shall violate any covenant or provision of this lease, Lessor shall have the right to terminate this lease or Lessee's right to possession pursuant to the lease upon appropriate legal notice to Lessee. If Lessee assigns this lease, whether with or without Lessor's permission as required herein, the covenants and conditions contained in the Lease shall nonetheless be binding on the assignee as if assignee had signed the lease. Nothing contained in this paragraph shall preclude Lessor from commencing legal proceedings against any assignee of this lease who obtained possession from the party named as Lessee in this Lease without Lessor's written permission.

15. **Attorney's Fees**
In the event of a lawsuit arising out of the this tenancy, if the Lessor is the prevailing party, the Lessor shall be awarded reasonable attorneys' fees actually incurred pursuant to this Lease, not to exceed fifteen percent (15%) of the amount owed by the tenant, or fifteen percent (15%) of the monthly rent stated in the lease if the eviction is based on a default other than non-payment of rent. In addition, the Lessor shall be awarded reasonable attorney's fees actually incurred if district court finds that an appeal filed by the Lessee of summary ejectment was frivolous, unreasonable, without foundation, or in bad faith or solely for the purpose of delay.

16. **Remedies Cumulative**
Lessor's remedies contained in this Lease are cumulative and are in addition to, and not in lieu of, any other remedies granted to Lessor pursuant to this Lease or applicable State or Local Law or Ordinance.

17. **Fire or Casualty**
If the Premises, building or any part thereof shall become uninhabitable as a result of fire, explosion or other casualty, Lessor and Lessee shall have all of the rights provided by state or local law or ordinance. For purposes of this paragraph, Lessor's good faith effort to obtain insurance adjustments, settlements or awards to obtain sufficient funds to perform repairs made necessary due to fire, explosion or other casualty shall be deemed diligent efforts to repair the Building within a reasonable time.

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18. **Security Gates or Bars**
The installation by Lessee of any metal gate or bars on doors or windows is dangerous and strictly prohibited. Lessee shall immediately remove same upon notice by Lessor to Lessee to do so and Lessor shall have the right to immediately remove any such installation at Lessee's expense if Lessee shall fail to do so upon notice. Lessee hereby grants Lessor access to the leased Premises at all reasonable times for the purpose of removing such gates or bars. The cost of repairing any damage to the leased Premises caused by the installation and/or removal or such gates or bars shall be paid by Lessee upon demand by Lessor therefore, in addition to all costs of enforcement of this paragraph 22, including reasonable attorney's fees incurred by Lessor in enforcing this provision. In addition to the foregoing, the installation of such gates or bars shall constitute a breach of this lease, entitling Lessor, at Lessor's sole option, to terminate Lessee's right to possession of the Premises pursuant to this lease and commence proceedings to dispossess Lessee from the Premises.

19. **Mechanic's Liens**
Lessee shall not place or allow to be placed on the Premises, the building or elsewhere on the real property, any mechanic's lien or any other claim for lien for any repairs, maintenance, alterations or modifications performed by, or ordered or contradicted by, the Lessee, whether or not same were rightfully performed or ordered by the Lessee. The placement of any such lien shall constitute a breach of this lease and upon ten days' notice to cure said lien or lien claim, Lessor may terminate Lessee's tenancy or right to possession. In addition, Lessor shall have the right to satisfy and remove said lien without regard to the merits thereof and Lessee shall be responsible for the damages incurred in removing the lien, along with other damages, costs and attorney's fees incurred by Lessor in connection therewith.

20. **Rules and Regulations**
Lessee agrees to obey the Rules and Regulations contained in this Lease, and any attachments hereto as well as any further reasonable Rules and Regulations established by the Lessor during the pendency of this lease. The Rules and Regulations are hereby incorporated into and made a part of this lease. Failure to observe the Rules and Regulations shall be deemed to be a material breach of this lease, and in event of such breach, Lessor shall be entitled to terminate Lessee's right to possession under the Lease upon ten days' notice, and shall further be entitled to such rights and remedies as provided by applicable state or local law or ordinance.

21. **Subordination of Lease**
This lease is subordinate to all mortgages which may now or hereafter affect the real property of which the Premises forms a part. The recordation of this lease, or any memorandum thereof by Lessee shall constitute a material breach of this lease.

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22. **Severability**
If any clause, phrase, provision or portion of this lease, or the application thereof to any person or circumstance, shall be determined to be an invalid or unenforceable under applicable law or ordinance, such event shall not affect, impair or render invalid or unenforceable the remainder of this lease or any other clause, phrase, provision or portion hereof, nor shall it affect the applicability of any clause, provision or portion hereof to other persons or circumstances, and the lease shall be interpreted in accordance with said ordinance.

23. **Utilities**
The Lessor shall pay the utility company or authorized metering agency directly for all applicable charges for gas, electricity, water and other utilities serving the Premises, including internet and current used for electric heating, ventilation, air conditioning, hot water, etc.

24. **Rental Payments Through Avail**
The Lessor's preferred method of payment is online with Avail. However, the Lessee may make a payment via mail on or before the date such payment is due, subject to the late charges set forth in Section 3 hereof. The Lessee may also make a rent payment and any other amounts due, including move-in costs, with any legal tender, including cash in United States dollars, personal checks, cashier's checks, debit or credit cards, bank or other financial institution websites, or any online payment center or system that is provided by the Lessor.

25. **Continuous Occupancy and Extended Absence**
The Lessee shall maintain continuous occupancy of the Premises, and not allow the same to remain vacant for any period in excess of twenty-one (21) days without notifying the Lessor of such vacancy seven (7) days in advance. The Lessee shall not allow persons other than those authorized by the Lease to occupy the Premises as guests for periods exceeding seven (7) consecutive days during the term of the Lease for any reason.

26. **Notice of Termination**
If the Lessee intends to vacate the Premises at the end of the lease term, the Lessee must give at least sixty (60) days' written notice to the Lessor before the end of this Lease, or before the date of intent to vacate. If sixty (60) days' notice of intent to vacate is not given before the end of the lease term or the date of intent to vacate, the Lessee shall be responsible for the equivalent rent amount due for the sixty (60) days after notice is given. Notwithstanding anything in this provision, the Lessee may terminate this Lease prior to its expiration if the Lessee is a protected tenant and has provided the Lessor a written notice and proof thereof, in which case the tenancy shall terminate on a date stated in the notice that is at least thirty (30) days after the Lessor's receipt of the notice. If the Lessee is in the military service of the United States and termination of the tenancy is necessitated by military orders, fifteen (15) days' notice to vacate is sufficient notice.

27. **Fees for Complaint for Summary Ejectment or Money Owed**
If the Lessor files a summary ejectment against the Lessee, in addition to any court costs and past-due rent that may be awarded, the Lessee shall be responsible for paying the Lessor one of the following fees in accordance with NC General Statutes §42-46: a Complaint-filing Fee that is 5% of the rental payment, a Court Appearance Fee that is 10% of the rental payment or a Second Trial Fee that is 12% of the rental payment.

28. **Event of Default**
If the Lessee defaults in the payment of rent or any part thereof, or if the Lessee defaults in the performance of any of the covenants or agreements herein contained, the Lessor, or its agent, has the discretion to terminate this Lease and, if abandoned or vacated, may re-enter the Premises. Non-performance of any of Lessee's obligations shall constitute a default and forfeiture of this Lease and the Lessor's failure to act on the Lessee's default shall not constitute a waiver of said default.

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

30. **Anti-Discrimination**
The Premises is offered to the Lessee in compliance with all federal, state, and local fair housing, equal opportunity, and anti-discrimination laws, including discrimination against any prospective or actual lessee based on source of income to pay rent.

31. **Surrender Of Possession**
Upon expiration or termination of this Lease, Lessee shall immediately vacate and surrender possession of the Premises in as good and clean order and condition as the Premises was at the beginning of the Lease Term, reasonable wear and tear excepted. Lessee shall immediately deliver all keys to Lessor or Lessor’s agent.

This lease was created using Avail landlord software.

32. **Holding Over and Month-to Month Tenancy**
If the Lessee remains in possession of the Premises or any part of the Premises after the termination of this Lease by lapse of time or otherwise, then the Lessee may, after demand for surrender, be removed from the Premises. At the Lessor's option, the Lessor may, provided that the Lessee has no outstanding rental payments due or any outstanding amounts due for damages resulting from the Lessor's prior tenancy, consider such holding over as constituting a month-to-month tenancy. The new month-to month tenancy shall be subject to all the terms and conditions of this Lease. If the Lessor accepts a rent payment for a period after the expiration of this Lease in the absence of any other specific written agreement, such acceptance of rent payment shall constitute Lessor's consent to the new month-to-month tenancy, but the Lessor's acceptance of payment shall not waive the Lessee's breach for which the right of reentry was reserved, and the Lessor's exercise of such a provision does not constitute a violation of Chapter 75 of the General Statutes. If the Lessor does not consent to a new month-to-month tenancy and the Lessee continues to occupy the Premises, the Lessor may bring an action in court for possession of the Premises and to recover any damages in accordance with applicable law. To terminate the month-to-month tenancy, either the Lessor or the Lessee must provide written notice to the other at least seven (7) days prior to the date on which the Premises are to be vacated.

33. **Heat and Cold and Hot Water**
The Lessor agrees to provide the Lessee with heat and cold and hot water in sufficient quantities as may be required by law or ordinance during the term of the lease. If the Premises contains separate heating and/or cold and hot water fixtures, then the Lessor's sole obligation shall be to provide the Lessee such fixtures in good operating condition at the commencement of the lease, and the Lessee shall be responsibility for the utility costs for the operation thereof.

34. **Easement**
Lessor retains an easement to display tasteful "For Sale," "For Rent," or similar signs in any Common Areas of the Premises, or on the exterior at any time within sixty days before the expiration of this Lease.

35. **Safety Devices**
Lessee agrees to test, maintain, and repair any smoke or burglar alarms or carbon monoxide detectors at the Premises, and to replace any batteries, at Lessee's sole expense. Lessor warrants that any such safety devices are in proper working condition at the time Lessee takes possession. Lessee releases Lessor from any and all liability, loss, cost, damage, or expense arising from or relating to any failure, defect, or deficiency of any safety device. Lessor has no obligation to install any safety devices or systems at the Building, except as required by governing law.

This lease was created using Avail landlord software.

36. **Alterations & Improvements**
Lessee shall not alter, add, improve, or paint any portion of the Premises without the express written consent of Lessor. Lessee shall not install, remove, or replace any fixtures, equipment, or appliances without the express written consent of Lessor. And last, Lessee may not modify any landscaping without the express written consent of Lessor.

37. **Modification**
No modification, waiver, or amendment shall be made to this Lease, or any of its terms, without being written and signed by all parties.

38. **Governing Law**
This lease shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard for North Carolina choice-of-law principles.

39. **Late Charges**
Rent received by Lessor later than the 5th day after the due date, as specified in Paragraph 1 above, will incur a late charge. The late charge shall not exceed fifteen dollars ($15) or five percent (5%) of the monthly rent, whichever is greater. If the Lessee mails rent to the Lessor, the late charge will apply if the rent is received later than the 5th day of the month, regardless of the date the Lessee mailed such rent payment. If the rent payment is made by personal check which is later dishonored by the Lessee's bank, the Lessor may charge the Lessee a $35 dishonored check fee, in addition to the rent and late charge due on the payment of rent. The Lessor, at the Lessor's sole discretion, may waive the late charges.

40. **Prorated First Month's Rent**
For the period from Lessee's move-in date, 10/19/2025, through the end of the month, Lessee will pay to Lessor the prorated monthly rent of $923.00. This amount will be paid on or before the date Lessee moves in.

41. **Smoking Prohibition**
The dwelling to be occupied by Lessee and members of Lessee's household has been designated as a smoke-free living environment. Lessee and members of Lessee's household shall not smoke anywhere in the dwelling, or in the building in which the dwelling is a part, or in any of the common areas or adjoining grounds of such building, nor shall Lessee permit any guests or visitors under the control of Lessee to do so.

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42. **Month-to-Month Tenancy**
The Lessor has the option to continue the lease agreement on a month-to-month basis but is not required to. The month-to-month tenancy can continue until either party terminates the agreement with proper notice. To terminate the month-to-month tenancy, either Lessor or Lessee must provide written notice at least 30 days prior to the date on which the Premises are to be vacated.

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§ *Rules & Regulations*

1. No additional locks or other similar devices shall be attached to any door without Lessor's written consent.

2. Lessee shall not install or operate any machinery, refrigeration or heating devices or use or permit onto the Premises any flammable fluids or materials which may be hazardous to life or property.

3. Lessee shall not install a waterbed, pool table, or any other unusually heavy item of furniture without prior written permission from Lessor.

4. Hallways, stairways and elevators shall not be obstructed or used for any purpose other than ingress and egress from the building. Children are not permitted to play in the common areas. Lessee may not store any items in the hallways or common areas of the building.

5. Operation of electrical appliances or other devices which interfere with radio or television reception is not permitted.

6. Deliveries and moving of furniture must be conducted at times permitted by Lessor.

7. Lessee may not barbeque or operate cooking equipment on porches or balconies.

8. Lessee shall not dispose of rubbish, rags, or other items which might clog toilets or sink drains into toilets or sink drains.

9. Lessee shall not place any signs or advertisements on the windows or within the property or otherwise upon the Building, if such signs are visible from the street.

10. Lessee shall dispose of garbage and refuse by securely bagging or wrapping same and disposing of it in designated garbage containers or incinerators. Lessee shall not allow garbage containers to overflow and shall see to it that garbage container lids are fully closed and secure at all times.

11. Lessee shall not interfere in any manner with the heating or lighting or other fixtures in the building nor run extension cords or electrical appliances in violation of the Building Code.

This lease was created using Avail landlord software.

12. Lessor may bar individuals from the building and/or Lessee's Premises. All guests and invitees of Lessee shall observe all rules and regulations of the building. If these provisions are violated by guests, they may be barred and/or arrested for criminal trespass, after they have received a barred notice and then have been placed on a barred list by Lessor. Violation of this rule are grounds for termination of your tenancy.

13. Lessor will repair any appliance malfunction; however, Lessor is not responsible for loss resulting from a malfunction of an appliance. Lessee understands that appliances will malfunction occasionally and Lessee must make every effort to report any malfunction.

14. If Lessee is locked out, Lessor will facilitate re-entry only during business hours at a minimal fee. If Lessee is locked-out during the weekend or at nighttime, it will be the Lessee's responsibility to contact a locksmith. Any cost incurred because of lockouts shall be borne by the Lessee.

15. Lessor provides no storage.

16. Laundry. Lessee agrees to clean any lint filters and to keep the laundry area free of debris. Lessor shall not be liable for any personal injury or property damage arising from or relating to Lessee's use of any laundry facilities made available under this Lease.

17. The Premises to be occupied by the Lessee and members of the Lessee's household is a designated smoke-free living environment. The Lessee and members of the Lessee's household shall not smoke tobacco anywhere in the Premises, in the building in which the Premises is a part, or in any of the common areas or adjoining grounds of the building or the Premises, nor shall the Lessee permit any guests or visitors under the control of the Lessee to smoke tobacco in the Premises, building, or the adjoining grounds.

18. The Lessee, Lessee's guest or family shall not engage in any criminal activity on or off the Premises. A single violation of this provision may be deemed irreparable non-compliance with this Lease. As a result, the Lessor may immediately terminate the lease under N.C.G.S Chapter 42, Article 8. A criminal conviction is not required to prove a violation of this provision.

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19. Fire, Soot, Smoke, Nicotine, Cooking Damage: Lessee is responsible for any damage caused by fire, including but not limited to a kitchen fire. Lessee is also responsible for soot or smoke damage caused by cigarette smoking or burning candles or cooking. The Lessee should be aware that burning candles emit smoke and soot that discolors the entire unit. Smoke and soot are distributed throughout the premises via the HVAC system. Additionally, walls, cabinets, ceilings, and carpeting may be discolored from fire, soot, smoke, nicotine or cooking. Lessee is responsible for any damage caused to the unit that requires excessive cleaning or replacement due to fire, soot, smoke, nicotine, or cooking.

20. Lessee acknowledges that lessee has read the Rules and Regulations and agrees to be bound by them.

21. Permission is hereby granted to house pets at an additional one-time, non-refundable $300.00 fee.

This lease was created using Avail landlord software.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Lead Warning Statement

This lead paint disclosure is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

1. Presence of lead-based paint and/or lead-based paint hazards:
    i. Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

2. Records and reports available to the lessor:
    i. Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment

- Lessee has received copies of all information listed above.

- Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

This lease was created using Avail landlord software.

MOLD DISCLOSURE

Mold Warning Statement

This mold disclosure is incorporated into and made part of the Lease executed by the Landlord and the Tenant referring to and incorporating the Leased Premises.

Potential health effects and symptoms associated with mold exposures include allergic reactions, asthma, and other respiratory complaints. Mold can be found almost anywhere and can grow on virtually any substance, providing moisture is present. There is no practical way to eliminate all mold and mold spores in an indoor environment. The best way to control indoor mold growth is by controlling moisture.

Tenant acknowledges that the Landlord has provided direction to the Tenant on how to obtain mold informational pamphlets that are made available to the public through the United States Environmental Protection Agency (EPA). These pamphlets can be accessed by any of the methods listed below:

Mail
Protection U.S. EPA/Office of Radiation and Indoor Air Indoor Environments Division
1200 Pennsylvania Avenue, NW
Mail Code 6609J
Washington, DC 20460

Phone
(202) 343-9370

Web
http://www.epa.gov/mold

Lessor's Disclosure

1. Lessor has no knowledge of mold issues in the Leased Premises

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UTILITY DISCLOSURE

Utility Statement

This utility disclosure is incorporated into and made part of the Lease executed by the Lessor and the Lessee referring to and incorporating the Leased Premises.

If a building or dwelling unit is primarily heated by natural gas or electricity the Lessor or Lessor's agent shall notify the Lessee in writing that the cost of heating shall be the responsibility of the Lessee before executing an oral or written lease, contract to lease, or accept any money or other valuable consideration in an application for an oral or written lease.

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