

NORTH CAROLINA
ORANGE COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the ____ day of _____, 20__ by and between Two Blue Rentals, LLC (“Landlord”) and _____
_____ (collectively, “Tenant”).

Landlord, in consideration of the rents to be paid, hereby leases to Tenant and Tenant accepts rents from Landlord, for the following term and upon the following conditions, the following residential unit (the “Premises”):

1. **Term:** The term of this lease shall be for _____ commencing on _____ and expiring at midnight on _____, 20__. In the event Tenant holds over beyond the initial term of this lease, unless the Landlord and Tenant shall enter into a new lease agreement, this lease shall become a lease for month to month upon the same terms and conditions as provided herein and may thereafter be terminated by either Landlord or Tenant by giving the other forty-five (45) days written notice. Tenant will give Landlord 45 days advance written notice if Tenant chooses not to renew lease.
2. **Rent:** Tenant shall pay to the Landlord monthly rentals in the amount of \$_____ for each month of the term. All rental payments shall be due on the first day of each month. All rental payments shall be paid by cash, check or money order, and shall be mailed or hand delivered to the Landlord at the address indicated herein, or to such other person or address as the Landlord shall request. Any rental payment not received by the fifth of any month shall be subject to a late fee of 5% of rent (\$_____). A \$25.00 service charge will be added to any checks dishonored by the bank. Rent will increase 5% per year on renewal of lease agreement.
3. **Security Deposit:** Tenant shall, upon execution of this lease, deposit with Landlord a security deposit in the amount of \$_____ to secure the faithful performance of Tenant’s promises and duties contained herein. The Security Deposit shall be administered in accordance with the North Carolina Tenant Security Deposit Act.
4. **Tenant’s Obligations:** In addition to the other obligations of the Tenant under this lease, during the term of this lease agreement, Tenant shall:
 - a. use the Premises for residential purposes only;
 - b. not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
 - c. keep the Premises, including, but not limited to, all plumbing fixtures, facilities and appliances, and yards used by him in connection with the Premises in a clean, safe, sanitary, and presentable condition;
 - d. comply with any and all obligations imposed upon tenants by applicable building and housing codes;
 - e. dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
 - f. use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises;
 - g. not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to Tenant, to do so:

- h. be responsible for and liable to Landlord for all damage to, defacement of, or removal of property from the Premises, whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the Landlord, his agent, or of third parties not invitees of the Tenant, and natural forces:
- i. permit Landlord or her agent to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and Tenant's compliance with the terms of this agreement; (2) making such repairs, alterations, improvements or additions thereto as Landlord may deem appropriate; and (3) showing the Premises to prospective purchasers or tenants (Landlord shall have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises);
- j. pay the costs of all utility services to the Premises, including, but not limited to, water electric, telephone, garbage, cable TV, security and gas services and pay all expenses associated with heating the Premises, including but not limited to fuel oil, coal or electrical charges.
- k. not abandon or vacate the Premises during the term of this lease agreement;
- l. not commence any improvements to or any repairs of any personal property on the Premises, including but not limited to, repairs to motor vehicles and boats, if such repairs or improvements shall take more than one day to complete (no junked or not-running cars may be kept at or in front of the Premises);

5. Repairs: All other repairs, other than those necessitated by Tenant's intentional or negligent misuse of the Premises, shall be the responsibility of Landlord. Tenant shall promptly inform Landlord, or his agent, in writing, of any necessary repairs which are not the responsibility of the Landlord. Landlord, or his agent, is not to be disturbed after 5:00 PM or before 9:00 AM during the week or any time on the weekend regarding any repairs; provided, however, Tenant shall immediately notify Landlord, or his agent, in the event of an emergency which requires immediate repair in order to prevent further damage to the Premises. Tenant shall be responsible for any repairs to the Premises necessitated by Tenant's intentional or negligent misuse of the Premises, including, but not limited to, any damage resulting from freezing water pipes. Tenant shall not undertake major repairs.

6. Landlord's Obligations: Notwithstanding anything to the contrary contained herein, during the term of this lease agreement, Landlord shall

- a. comply with the applicable building and housing codes to the extent required by such building and housing codes;
- b. make all repairs (other than minor repairs as indicated above) to the Premises and furnished appliances as may be necessitated by ordinary wear and tear, and to keep the Premises in a fit and habitable condition; provided, however, Landlord shall not be required to make any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises;

7. Assignment: The Tenant shall not assign this lease agreement or sublet the Premises in whole or in part. The Landlord may assign this lease.

8. Pets: Are allowed if Tenant properly fills out Pet Agreement along with deposit required.

9. Agent of Landlord: Landlord may from time to time appoint an agent to receive any notices which the Tenant agrees to give Landlord under this lease and to make repairs which are the responsibility of Landlord under paragraphs 5 and 6 hereof. Any agent so appointed shall have the same right to reenter the Premises as does Landlord under paragraph 4(i) hereof.

10. Tenant's Default: In the event Tenant shall fail to perform any of the promises, duties, or obligations agreed to in this lease agreement and such failure shall continue for a period of ten days after (oral or written) notice of such failure from Landlord to Tenant, then Landlord shall, in addition to all other rights and remedies provided by law, have the right -- without further notice and with or without legal process -- immediately to terminate this lease agreement and reenter the Premises or to reenter or relet the Premises without terminating this lease agreement. In the event landlord either terminates this lease agreement or reenters and relets without terminating, he shall be entitled to collect any damages resulting from Tenant's default, including but not limited to, any costs of re-renting the Premises, the difference, if any, between the reasonable rental value of the Premises (or the actual rental at which the Premises are relet) and the rental provided for herein for the balance of the term, and any and all costs associated with enforcement of Landlord's rights, including court costs and attorneys' fees. Upon any reentry pursuant to this paragraph, Landlord may, but shall not be obligated to, without liability to anyone for trespass or conversion, remove any personal property located in or about the Premises and store such property at Tenant's expense. The personal property so removed shall be deemed abandoned if Tenant has not made a written demand therefor within thirty (30) days of the Landlord's reentry. If Tenant makes such a demand, Landlord shall release such personal property to him upon payment by Tenant of the costs of removal and storage. If no demand is made, Landlord may discard the property without liability to anyone. No waiver by Landlord of any breach of any obligation contained herein shall be regarded as a waiver of any future breach of the same or any other obligations.

11. Alterations: Tenant shall not paint or decorate the Premises or make any alterations, additions, or improvements in or to the Premises with the exception of minor repairs required to be made by the Tenant under paragraph 5 hereof, without the Landlord's prior written consent and then only in a good workmanlike manner, consistent with the quality of the residence. All alterations, additions, and improvements, upon the Premises, made by either Landlord or Tenant shall become the property of Landlord and shall remain upon and become a part of Premises at the end of the tenancy.

12. Personal Property of Landlord: No personal property or other items furnished by the Landlord shall be removed from the Premises and no household appliances located in the Premises shall be moved by Tenant from where they were originally located at the beginning of this lease without the prior written consent of the Landlord or her agent.

13. Notice: Any notice shall be sent to the parties at the addresses indicated below (subject to change):

Tenant: the address of the Premises

Landlord: P O Box 1447

Hillsborough NC 27278

14. Eminent Domain and Casualties: Landlord shall have the option to terminate this lease agreement if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty or if compliance with applicable building or housing codes requires an expenditure which, in the Landlord's reasonable opinion, is uneconomical.

15. Tenant's Duties Upon Termination: Upon any termination of the tenancy created hereby whether by Landlord or Tenant and whether for breach or otherwise, Tenant shall: (1) pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued; (2) vacate the Premises removing therefrom all his personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves, and sinks, removing therefrom all rubbish, trash and refuse; (4) make such repairs and perform such other acts as are necessary to return to the Premises, and any appliances or fixtures furnished in connection therewith in the same condition as when this agreement was executed, ordinary wear and tear and repairs for which the Landlord is responsible excepted; (5) fasten and lock all doors and windows; (6) return to Landlord the keys to the Premises; and (7) notify the Landlord of the address to which the balance of the Security Deposit may be returned.

16. Joint and Several Liability: If more than one individual signs this Agreement as Tenant, all such individuals shall be jointly and severally liable to Landlord for all obligations hereunder.

17. Construction: This Agreement shall be interpreted under the laws of the State of North Carolina. This lease shall be binding upon the heirs, executors, administrators and assigns of all parties hereto. As used herein, words in the singular include the plural, and the masculine includes the feminine and neuter genders, as appropriate. No failure of Landlord to exercise any remedy offered hereunder shall be construed to bar the use and effect of such remedy for Tenant's subsequent breaches. This Agreement constitutes the entire agreement between the parties, and no modification or amendment of this Agreement shall be valid unless in writing and signed by all parties hereto. If any portion of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

18. Permitted Tenants: Only the persons named in this Lease Agreement shall be permitted to occupy the Premises. Landlord must be notified any proposed changes in tenants in advance, and must approve any such change.

19. Counterparts: This Lease Agreement is executed and entered into on the date first above written, in two counterparts with an executed counterpart being retained by each party hereto.

Landlord: _____(Seal)

Tenant(s): _____(Seal)

_____ (Seal)

_____ (Seal)