

AGREEMENT OF LEASE

This LEASE AGREEMENT, made this _____ between Trinity Properties, hereinafter called "Lessor", and _____, herein called "Tenant". The address of the leased premises is _____, **Durham, NC** _____. This lease shall begin _____ and ends on _____. The rent to be paid for said premises shall be payable in _____ monthly installments of _____ on or before the 1st without demand. The rent amount includes a surcharge of _____. Each and every tenant executing this lease will be jointly and severally liable for rent payments.

WITNESSETH: The above lease is made upon and subject to the following terms and conditions:

1. LATE RENT: Although RENT is considered LATE AFTER THE FIRST DAY OF EACH MONTH, there will be a late fee charge of five percent (5%) of the rent amount on any payment received after the fifth day of the month regardless of what day the fifth falls on and a \$25.00 fee charged on any check that bounces. Court costs will be charged if payment is not received by the 11th and court papers are filed. If Tenant fails to pay any installment of rent for a period of 10 days after written notice of default is mailed, this will constitute a breach of contract and lessor may take possession of said premises.

2. SECURITY DEPOSIT: Tenant has deposited with Lessor the sum of _____ as a security Deposit to be held at **FIRST CITIZENS BANK** in a trust account with interest accruing to the benefit of the Lessor. This deposit will be returned to Tenant in accordance with the North Carolina Tenant Security Deposit Act. The security deposit may be used by us to: 1) pay for any damages to the premises of the apartment over and above normal wear and tear, including failure to leave your apartment as clean as when first occupied, 2) to recuperate any outstanding balance due. The security deposit shall not limit our right to recover additional sums from you to cover damages and lost rental income. Upon move in the Tenant will receive a Unit Inspection Report. During the first five days of tenancy the tenant may notify the Lessor of any other deficiencies in the unit existing at the time of occupancy; thereafter, the Unit Inspection Report shall be deemed conclusive.

3. ACTION BY OWNER UPON DEFAULT: If (i) the above provided rents are not paid in whole or when the same shall become due as herein, required, or (ii) if tenant shall fail to perform any other promise, duty or obligation herein agreed to by tenant or imposed upon tenant by law and such failure shall continue for a period of five days from the date lessor provides tenant written notice of such failure; then in either of such events the lessor, in addition to all other rights and remedies provided by law, may at its option, without any additional formal demand resort to any one or more of the following remedies:

- (a) Terminate this lease, or terminate tenant's right to possession of the leased premises without terminating this lease;
 - (b) Peacefully re-enter and repossess the premises according to North Carolina law without resorting to judicial proceedings,
 - (c) Institute an action in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina for summary ejection;
 - (d) File a legal collection action for money damages caused by tenant's failure to pay rent or otherwise breaching this agreement;
- and

(e) Report the tenant's delinquency to the appropriate credit bureau agency for such action as is customarily taken by said bureau.

4. RENEWAL: Either party hereto may terminate this lease at the end of said term by giving the other at least **90 days** written notice prior to the end of said term. Tenants giving move out notice less than 90 days prior to the end of said term will be subject to additional penalties and fees. Tenant must move out on or before the agreed up move-out date and failure to do so will result in a penalty of \$100 per day of holdover in addition to the current market rate prorated for those days of occupancy and possible legal costs.

5. SURRENDER & ABANDONMENT: Tenant has surrendered the apartment when: 1) the move-out date has passed, and no one is living in the apartment in Lessor's reasonable judgment; or 2) all apartment keys have been turned into the office- whichever occurs first. Tenant has abandoned the apartment when all of the following have occurred: 1) everyone appears to have moved out in Lessor's reasonable judgment; 2) clothes, furniture, and personal belongings have been substantially removed in Lessor's judgment; 3) Tenant has been in default for non-payment of rent for 5 consecutive days or water, gas, or electric service not connected in Lessor's name has been disconnected; and 4) tenant has not responded for 2 days to Lessor's notice left on the outside of the main entry door, stating that Lessor considers the apartment abandoned. An apartment is also abandoned 10 days after the death of a sole resident. Surrender, abandonment and judicial eviction end your right of possession for all purposes and gives us the immediate right to: dispose of any belongings left in the apartment, clean up, make repairs in, rent the apartment, and determine any security deposit deductions.

6. POSSESSION: Lessor shall make every effort to have the apartment ready on time. Should Lessor be unable to deliver possession of the premises at the inception of this lease through no fault of Lessor's, the Lessor shall not be liable to the new tenant for any damages other than to rebate any advanced rent and deposit paid. If possession cannot be given within seven (7) days from the time the term is to commence, either party may terminate this Lease with written notice.

7. USE AND OCCUPANCY: The premises should be used for private residential purposes only and shall be occupied only by the Tenant and any persons namely expressed on the application. All adult applicants shall execute this lease. You shall use the premises in such a manner as to comply with all local, county, state laws and shall not use the premises or permit them to be used for any disorderly or unlawful purpose or in any manner offensive to any other occupants of the buildings. Should any unauthorized occupants be found to reside in the leased premises, you will be charged a \$100 fee per month retroactively to the beginning of the lease agreement and such occupants must vacate the premises immediately.

8. _____ SUBLETTING: Tenant will not assign this lease or sublet the whole or any part of the premises without written permission of the lessor. A minimum fee of \$350.00 will be charged to make any change to the tenancy, and Tenant must provide Lessor a 30 day notice of such intent. Tenant shall be responsible for all lease obligations, including rent, until a new lease begins.

9. CONDITION OF PREMISES: By signing this agreement, tenant acknowledges that the premises are in good and satisfactory condition and repair except as described on the Unit Inspection Report. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the premises unless otherwise specified in writing.

10. UTILITIES: Tenant shall pay and be responsible for all services and utilities separately metered or sub-metered to the premises leased. Tenant will deal with such utility and service companies individually, applying for such service or utilities in Tenant's own name and paying any deposit that may be required by any utility company.

11. RIGHTS OF ENTRY: Lessor shall retain duplicate keys to the leased premises and Tenant agrees to allow the Lessor or his representative at any reasonable hour to enter the said premises for the purpose of inspecting the same and for making repairs the Lessor deems necessary or desirable; or for showing the premises to other prospective tenants after a vacating notice has been given. Also, during the last ten days of vacate notice period, Lessor may enter the premises for the purpose of cleaning and redecorating if such work can be done without damage to the Tenant or the Tenant's property.

12. ALTERATIONS & REPAIRS BY TENANT: No changes to the interior, exterior, or grounds are permitted. Lessor will not be liable for nor pay for any expense contracted out by the Tenant to service tenants dwelling.

13. DAMAGES TO THE PREMISES: Lessor agrees to repair the premises with reasonable promptness. When damage is caused by the tenant, or persons under tenant's control or tenant's guests, tenant agrees to reimburse Lessor promptly, upon demand, for repairs. Tenant agrees to report to Lessor immediately noticeable damages or repairs needed on the premises. Should such damage go unreported, tenant will bear the cost of said repairs.

14. LIABILITY DISCLAIMER: The Lessor shall not be liable for any damage or injury to the tenant or persons under the tenant's control or tenant's guests or their possessions occasioned by or from electric wiring, plumbing, water, snow, ice, gas, steam or sewerage or any other damages or injury howsoever caused, or for any damage or injury arising from acts of neglect of other occupants of the same building or complex. Tenant agrees that he will not hold the Lessor liable in any way whether such accident occurred in the said premises, or in any part of the said building or premises. All personal property kept on or within the leased premises shall be kept there at your own risk only, and we shall not be liable for any damage caused thereto or the theft thereof.

15. INSURANCE: Tenant shall purchase and maintain renter's insurance that includes both Personal Property Protection and a minimum of \$300,000 Personal Liability protection. Tenant must list "Trinity Properties" as additional interest on policy. Tenant must provide proof of coverage prior to the lease begin date. Tenant is not covered by Lessor's insurance for any loss. LESSOR SHALL BE IN NO WAY LIABLE FOR ANY DAMAGE TO OR LOSS OF TENANT'S PERSONAL PROPERTY.

16. DESTRUCTION OF PREMISES BY CASUALTY: If during the term of this lease and any renewals thereof, the demised premises be damaged by fire or the elements, the Lessor shall make repairs with all reasonable diligence: and in case the premises shall be so badly injured that they cannot be repaired with such diligence so as to be fit for occupancy, the rent shall cease from the date of the injury until they shall so be repaired, and the tenancy shall not be terminated unless such repairs shall require more than sixty days, in which case Tenant shall have the option of vacating the premises, provided always, there shall be no cessation of rent if the damages shall have been the result of negligence, default, or willful act of the Tenant, his family, agents, or guests and in which case Tenant shall be liable for damages.

17. VEHICLES AND PARKING: Only licensed and operating passenger vehicles (including pick-up trucks up to one-half ton) shall be parked by Tenant in any of the parking lots serving the apartment complex. Vehicles without current licenses and/or inspection stickers or those not parked in designated parking areas will be towed without notice and at the tenant's expense. Recreational vehicles, boats and trailers are prohibited from being kept on the property by the Lessor. Commercial vehicles or vehicles displaying commercial logos are prohibited. All vehicles must be parked in parking areas only. Any vehicle parked on the grass, sidewalk, in front of dumpster containers, or otherwise improperly parked will be towed at tenant's expense and subject to a \$100.00 fine payable to Trinity Properties. Working on vehicles is prohibited (i.e. changing oil). Lessor will not be liable for any damages to the vehicle if it is towed.

18. TRASH & CLEANLINESS: Tenant shall be responsible for maintaining the premises in a clean, healthy and attractive condition, including the apartment itself and any adjoining patios, porches, balconies, hallways and yards. To preserve the appearance of patios and balconies, tenant shall not use them for storage or put them to any unsightly use. Upholstered furniture is not allowed on the exterior areas. Common hallways must be kept clean of any and all personal items and trash and will be disposed of without notice at tenant's expense. Trash should be disposed of properly in the garbage containers provided for tenant's use. Lessor will dispose of any garbage left outside tenant's apartment with no notice and at tenant's expense (minimum \$25 per bag of trash).

19. PETS: Household pets shall be kept or maintained in the premises with a signed Pet Addendum and a \$150 non-refundable Pet Fee per pet paid by the Tenant. In addition there will be a \$10.00 charge per pet added to the rent. If pets are kept and not registered with the office, all fees and charges will be applied retroactively to the beginning of this lease agreement. Maximum of 2 uncaged animals per apartment.

20. LOCKS: Lessor will provide tenant with a lock and key to the exterior doors. Tenant will not alter any lock or install a new lock without our written consent and must provide the rental office with a key. Tenant is solely responsible for lockouts.

21. HEAT AND AIR CONDITIONING: Lessor shall not be held responsible for a failure to supply heat or air conditioning if such failure is the result of conditions or breakdowns beyond Lessor's control, nor shall such failure be grounds for cancellation hereof. However, Lessor must exercise reasonable diligence to remedy the breakdown failure of any heating or air conditioning system. Tenant shall not use any method of heating or cooling other than that provided by the Lessor. The use of kerosene heaters in the premises is prohibited.

22. TOILETS & SINKS: Toilets and other sewage apparatus and fixtures shall not be used for purposes other than those for which they were designed. No paper products other than toilet paper are allowed in toilets. No grease or food particles are allowed in the sink drains. Installation of a bidet is strictly prohibited.

23. GLASS BREAKAGE: Tenant will be responsible for the breakage of all glass, windows, and doors to Tenant's premises regardless of how the same was broken, (except only breakage by Lessor or his employees or agents). Tenant will forthwith replace or arrange to replace any glass broken, or Lessor may replace glass at Resident's cost and expense.

24. STORAGE: When storerooms are provided by the Lessor to accommodate the Tenant in the storage of trunks or other articles, it is with the express understanding that such space is furnished by the Lessor and that the tenants using the same do so at their own risk and upon the express stipulation and agreement that Lessor shall not be liable for any loss or damage or injury whatsoever for any item stored in such storeroom. If individual storage bins are provided, Tenant is responsible to keep bins locked and properly identified as to name and apartment. No flammable liquids are to be stored in bins. Management may remove items left in unidentified bins.

25. SNOW AND ICE: Tenant recognizes and agrees that Lessor does not remove ice and snow.

26. AFTER HOURS SERVICES: Tenant recognizes and agrees the Lessor does not provide after hours services. Problems occurring during these times should be reported to Lessor via telephone message or email. Tenant should make any responsible effort at no cost to mitigate damage to the property.

27. REMOVAL FOR UNREASONABLE CONDUCT: It is not our wish to restrict tenant's enjoyment of the premises. However, if Lessor at any time finds tenant's conduct or the conduct of tenant's guests unreasonable, lessor shall ask that such conduct be ended. If after such notification the conduct continues, Lessor shall have the right to terminate this lease, at which time tenant agrees to forfeit all security deposits as well as be responsible for the balance of the lease. Lessor may also use legal process at our discretion.

28. WAIVER OF RIGHTS: It is agreed that waiver of any right under this Agreement shall not constitute a relinquishment of that right in the future. Tenant agrees to bear any and all costs, including reasonable attorney's fees, in the enforcement of this Agreement or if tenant initiates any legal action against lessor and fails to win their case. The Agreement constitutes the complete and full understanding between parties, who agree the liability shall be joining and several upon all who occupy the premises. By signing this Agreement, tenant waives all claims for damages caused by repossession of the premises through legal process or otherwise. Tenant agrees to indemnify and hold Lessor harmless from any and all claims, actions, damages, liability, and expenses in connection with loss of life, personal injury and/or damages to property arising from or out of your occupancy of the premises of the area and facilities adjacent thereto.

29. REPRESENTATION AND APPLICATION: Lessor tenders this lease to tenant on the basis of the representations contained in the tenant's application which is made part of this lease, and in the event any of the representations contained in the application are found to be misleading, incorrect or untrue, we shall have the right to cancel this lease and to repossess the leased premises. **NO ORAL STATEMENT MADE BY LESSORS EMPLOYEES OR AGENTS SHALL BE BINDING UPON LESSOR UNLESS CONSENTED TO BY LESSOR IN WRITING.**

30. ASSIGNMENT: All rights and liabilities herein given to or imposed upon the parties hereto shall extend to and be binding upon heirs, devisees, executors, administrators, successors and assigns (so far as the same are assignable) of the parties hereto.

31. SPECIAL PROVISIONS: The Lease Application and the Rules and Regulations regarding these specific premises annexed to this lease and such amendments and modifications thereof as may from time to time be made by Lessor, shall be considered a part of this Agreement. Tenant covenants and agrees that said Rules and Regulations as well as provisions of this Lease Agreement shall be faithfully observed by Tenant, all persons under Tenant's control and Tenant's guests.

32. NOTICE: All notices and correspondence between Lessor and Tenant may be delivered by US mail, emailed or hand delivered.

By: _____ (Seal) By: _____
Lessor Tenant

Tenant

Tenant

Tenant

Addendum to lease: Rules and Regulations

1. Tenant covenants and agrees to make no offensive or unlawful use of the premises, e.g. no loud music or loud parties.
2. Should the Police arrest tenant or make an arrest at the premises leased by the tenant, this will be considered grounds for eviction at Lessor's discretion.
3. Tenant must be aware of and observe all Durham City Ordinances including the noise ordinance.
4. Tenant understands there can be no more than one additional person than number of bedrooms living in a single dwelling unit.
5. Tenant's pet may not be let out without being on a leash (Durham City Leash Law), nor may pet leave waste on property. Please note that any pet must be registered with Lessor, a pet fee paid, and a monthly fee added to the rent amount. Tenants with pet must sign a pet addendum.
6. Extension cords are deemed unsafe by the Durham City Housing Inspectors and use thereof by Tenant is not permitted.
7. **TENANT IS RESPONSIBLE FOR AND SHOULD REGULARLY CHECK SMOKE DETECTOR BATTERIES.** (Please note that this is very important for your safety.) Tenant is also responsible for changing light bulbs. Use bulbs no higher than 60 watts in any fixture. On a monthly basis, tenant should replace filters in the air return grills.
8. Tenant understands that our maintenance staff works from 7:30 am to 4:30 pm Monday through Friday. After-hours maintenance requests should be submitted through our website or emailed to us including your name, address, phone number and the nature of your problem. It is our goal to address maintenance concerns by the next business day.
9. No upholstered or unsightly furniture or equipment can be placed on the grounds or exterior of the dwelling unit, including porches and yards. Common hallways must be kept clear of any and all personal items. No hazardous materials may be kept on the premises. Without notice and at the Tenant's expense, Lessor may remove and dispose of any aforementioned items.
10. Fires are prohibited on the property. This includes fireplaces and outdoor fire pits. Fireplaces are for decorative purposes only. Other items which are prohibited are lit candles, incense, etc. Please note that this is for the safety of you and your neighbors. Any violation of this will be considered grounds for eviction at Lessor's discretion, and tenant will be financially responsible for any damages and loss of rent caused by fire.
11. By State Law, tenant is prohibited from using grills within ten feet of an apartment or house. Similar usage is prohibited under any structural overhang at any dwelling. Only charcoal grills are allowed on the premises. Propane grills and tanks are strictly prohibited.
12. Tenant is not permitted on any exterior, roof surface.
13. Tenant may keep a passenger vehicle on premises only if it is licensed, operable and moved regularly. Commercial vehicles or vehicles with commercial writing or insignia on their exterior are not permitted. No vehicle repairs such as oil changes may be done on the premises. Vehicles must be parked only in a designated parking area, e.g. not on lawns. Vehicles not meeting these criteria will be towed without further notice and at owner's expense.
14. Where City provided Rollout carts are used for garbage collection, tenant is required to keep carts beside house, i.e., not at curb, except for the day of pick up. A fee will be charged if carts are left at curb beyond pick up day.
15. Use no adhesive contact paper to line cabinet or closet shelves. Use mild non-abrasive cleaners to clean tubs. When hanging pictures use small nails only (no adhesive hangers on walls or doors.). If tenant's apartment has hardwood floors, tenant is responsible for putting furniture pads under furniture legs to prevent scratches. Scratches require the floor to be refinished at the tenant's expense.
16. Tenant will be notified of any repairs necessitated by tenant's negligence or inattention, and tenant will bear the cost of said repairs.
17. Bedbugs have become an increasing problem in our area. The cost of bedbug treatments is the responsibility of the tenant. You must follow all instructions provided by our office during the bed bug pest control treatments. Failure to notify us of a bedbug infestation or failure to follow the instructions of staff during treatment may result in charges of more than \$1000 as well as potential eviction.
18. Smoking is prohibited within the common hallways and inside the apartment. It is allowed on apartment balconies and on the property. Any adverse effects on neighbors or neighboring environments must be prevented or remedied. Failure to do so may result in termination of lease.
19. Due to numerous issues and damages caused by portable washing machines, dishwashers, and bidets, these appliances are strictly prohibited on the leased premises. Violation of this may result in eviction at Lessor's discretion, and the tenant will be financially responsible for any damages caused by these machines.

Lessor

Tenant

Tenant

Tenant

Tenant

Disclosure of Information on Lead-Based Paint and /or Lead-Based Paint Hazards

Lead Warning Statement

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 hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure

(a) Presence of lead-based paint and or lead-based hazards (check (i) or (ii) below)

i. _____ known lead –based paint and or lead-based paint hazards are present in the housing (explain)

ii. Lessor has no knowledge of lead-based paint and or lead based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

i. _____ Lessor has provided the tenant with all available records and reports pertaining to lead-based paint and or lead-based paint hazards in the housing (list document below):

ii. Lessor has no reports pertaining to lead-based paint and or lead based paint hazards in the housing

Lessee’s Acknowledgement (initial)

(c) _NA_ Lessee has received copies of all the information listed above.

(d) _____ Lessee has received the pamphlet Protect your Family from Lead in Your Home.

Agents Acknowledgement (initial)

(e) _____ Agent has informed the lessor of the lessor’s obligations under the 42 U.S.C.4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

By: _____ By: _____
Lessor Tenant

Tenant

Tenant

Tenant