



Thank you for selecting to lease a property from Birch Management. Please find enclosed a copy of your lease. Additionally, this cover page is a brief summary of the lease. Please review your lease in it's entirety to make sure you are familiar with the terms.

**Courtesy Summary of Lease- Not Part of the Lease**

- Your home is: [CUSTINFO("unitstreet1")] [CUSTINFO("unitstreet2")]
- Your rent is: \$[MARKETRENT()], it is due on, or before, the **FIRST of every month**
- Mail your rent to: [PROPINFO("name")], [PROPINFO("street1")] [PROPINFO("street2")], [PROPINFO("csz")]
- If your rent is not paid by the 5th, there is a late fee of 5% of your total rent
- If your rent is not paid on the 17th, we will file eviction papers
- Lease terminations- your lease requires a minimum 45 day notice to properly terminate. After the initial term of your lease, it reverts automatically to a month-to-month. There is still a 45 day notice required, even though the initial term expired. **Simply put, you can not just move out at the end of your lease without proper notice.**
  
- Some things you are required to do:
  - Place all utilities in your name
  - Change the furnace/ air conditioning filters regularly
  - Minor repairs
  - Change smoke detector batteries, they are new when you move in
  - Interior pest control
  - Comply with any apartment complex rules
  
- Some things you should not do:
  - Paint any part of the apartment without written permission
  - Re-key the apartment, the home was re-keyed prior to your move-in
  - Add any occupants or pets without prior written authorization
  
- Maintenance
  - All requests, except emergencies, must be in writing
  - All drain lines are your responsibility, please do not clog them

Much more information, including forms for maintenance requests, can be found on our website at [www.thebirchcompanies.com](http://www.thebirchcompanies.com)

Your website account login information is: [CUSTINFO("accno")]

Tenant Initials: \_\_\_\_\_ Co-Tenant Initials: \_\_\_\_\_

**[PROPINFO("name")]**  
**[PROPINFO("street1")] [PROPINFO("street2")]**  
**[PROPINFO("csz")]**  
**LEASE AGREEMENT**

**SECTION ONE - TENANT SPECIFIC INFORMATION AND DEFINITIONS**

A. The parties to this lease agreement are defined as:

- (i) The Landlord is: [OWNERINFO("name")] (hereinafter, "Landlord").
- (ii) The Tenant is: [CUSTINFO("firstname")] [CUSTINFO("lastname")] (hereinafter, "Tenant").
- (iii) The Real Estate Management Firm is: Birch Management, Inc. (hereinafter, "Agent").
- (iv) The Co-Tenant is/are: [ALLNAMES] (hereinafter, "Co-Tenant").

B. The premises to be leased (the "Premises") is defined as:

City: [UNITINFO("city")] County: Guilford State of North Carolina  
 Street address: [UNITINFO("street1")] [UNITINFO("street2")]  
 Apartment Complex Name: [PROPINFO("name")]  
 Other Description: \_\_\_\_\_

C. The Initial Lease Term is defined as:

- (i) The Initial Lease Term Begin Date: [PRUSER("Lease Start")]
- (ii) The Initial Term End Date: [PRUSER("Lease End")]

D. Rent is defined as: **THE AMOUNT YOU MUST PAY MONTHLY FOR RENT:** \$[MARKETRENT()]

- (i) All rents are due and payable by the first of the month to [PROPINFO("name")].
- (ii) No deductions are permitted to be made from rents due each month.
- (iii) Rent Payment Location: [PROPINFO("name")], [PROPINFO("street1")] [PROPINFO("street2")],

**[PROPINFO("csz")].**

[sif(strequal("Yes", PRUSER("Rent Concessions Offered")),

"(iv) Rent Concessions: Landlord has offered Tenant Rent Concessions in the amount of " &  
sformat(PRUSER("Rent Concession per Month"),"currency") &  
" per month for " &  
PRUSER("Rent concession months") &

" months. This amount is to be deducted from the total rent amount, as referenced in Section One, Clause D of this Lease Agreement. At the conclusion of this Rent Concession period, Tenant shall, without notice, begin payment of full amount due."

""

)]

E. The household members, under the age of 18, permitted to reside at the premises are:

Name: [PRUSER("Child #1")]	Date of Birth: [PRUSER("Child #1 DOB")]
Name: [PRUSER("Child #2")]	Date of Birth: [PRUSER("Child #2 DOB")]
Name: [PRUSER("Child #3")]	Date of Birth: [PRUSER("Child #3 DOB")]
Name: [PRUSER("Child #4")]	Date of Birth: [PRUSER("Child #4 DOB")]

F. The Security Deposit information is:

- (i) The amount of the Security Deposit: \$[PRUSER("Security Deposit- for apartments")]
- (ii) Landlord's Designated Bank: Mid Carolina Bank, 701 Green Valley Road, Greensboro, NC 27408
- (iii) Re-renting fee: \$ 0

G. Additional information that applies to this lease is:

- (i) Tenant(s) shall pay a Late Payment Fee for any payment not made on the date due equal to the greater of (a) \$15.00 or (b) 5% of the rental payment or other amount past due.
- (ii) The fee for returned checks is \$25.00 (which may be increased by Landlord or Agent as permitted by law), and Tenant(s) may be required to pay all future rents in the form of cashier's checks or money orders.

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- (iii) The fee to replace a lost key is \$25.00. Locks cannot be changed.
- (iv) If a Summary Ejectment filing is necessary, the following fees shall apply:
  - Complaint Filing Fee: \$15 or 5% of the total rental payment, whichever is greater
  - Court Appearance Fee: 10% of the total rental payment
  - Second Trial Fee: 12% of the total rental payment

H. Pets: [SIF(STRCMP(PRUSER("Pet?"),"Yes")==0,"","X")] Pets Not Allowed; or [SIF(STRCMP(PRUSER("Pet?"),"Yes")==0,"X","")] Pets Allowed with a Non-refundable Pet Fee of: [\$PRUSER("Total Pet Fee")]

Description of Pet (if allowed): Type: [PRUSER("Pet #1 Type")]; [PRUSER("Pet #2 Type")]; Breed: [PRUSER("Pet #1 Breed"); [PRUSER("Pet #2 Breed")]; Color: [PRUSER("Pet #1 Color"); [PRUSER("Pet #2 Color")]; Weight: [PRUSER("Pet #1 Weight"); [PRUSER("Pet #2 Weight")].

## SECTION TWO - LEASE TERM

This agreement to lease is made [CURDATE], by and between Landlord, and Tenant, by and through AGENT, as defined in Section One. Landlord agrees to lease to Tenant the Premises as defined in Section One. The lease shall begin on the Initial Lease Term Begin Date as noted in Section One, and be effective for a period as noted in Section One and ending on the Initial Lease Term End Date as noted in Section One. Either Landlord or Tenant may terminate the tenancy at the expiration of the Initial Lease Term by giving written notice to the other at least 45 days prior to the expiration date of the Initial Lease Term. **In the event such written notice is not given or if the Tenant holds over beyond the Initial Lease Term, the tenancy shall automatically become a month-to-month tenancy upon the same terms and conditions contained herein and may therefore be terminated by either Landlord or Tenant giving the other 45 days written notice prior to the last day of the then current period of the tenancy. Tenant terminations must be submitted in writing on Agent approved form. Lease terminations are not permitted on any day other than the end of a month.**

## SECTION THREE - RENT

Rent is due and payable without demand ON or BEFORE the first day of each month. Payment is to be made by check or money order and paid at the payment location as noted in Section One. If a Tenant does not pay the full amount of the Rent by the end of the fifth (5th) day of the month in which it is due, the Tenant shall pay a Late Payment Fee equal to the amount set forth in Section One of this Lease, and/or the **Landlord may terminate this agreement for nonpayment of rent and / or late payment of rent. All payments after the 5th of the month must be made in the form of cashier's check, credit card, or money order.** Tenant acknowledges that Summary Ejectment Filings may be submitted without notice for failure to pay rent. It is understood that acceptance of late rent by the Landlord does not cure the Tenant's material non-compliance with the Lease Agreement as a result of the late payment. The Landlord will collect a \$25.00 (which may be increased by Landlord or Agent as permitted by law) fee on any check that is not honored for payment and all future payments must be made by cashier's check or money order. The charges discussed in this paragraph are in addition to the regular monthly Tenant contribution.

Landlord agrees to accept Rent without regard to any other charges owed by Tenant to Landlord and to seek separate legal remedy for the collection of any other charges which may accrue to the Landlord from Tenant(s). Acceptance of late rent at any time does not constitute a policy, and does not waive any other rights the Landlord may have under this Agreement.

## SECTION FOUR - SECURITY DEPOSIT

A Security Deposit as noted in Section One shall be administered in accordance with the North Carolina Tenant Security Deposit Act (N.C.G.S § 42-50 et. seq.). IT MAY, IN THE DISCRETION OF EITHER THE LANDLORD OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON THE TENANT SECURITY DEPOSIT SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, THE LANDLORD, OR AS THE LANDLORD DIRECTS, SUCH INTEREST, IF ANY, MAY BE WITHDRAWN BY LANDLORD OR AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.

Upon any termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amounts sufficient to pay: (1) any damages sustained by the Landlord as a result of the Tenant's nonpayment of rent or nonfulfillment of the Initial Term or any renewal periods, including the Tenant's failure to enter into

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possession; (2) any damages to the Premises for which the Tenant is responsible; (3) any unpaid bills which become a lien against the Premises due to the Tenant's occupancy; (4) any costs of re-renting the Premises after a breach of this lease by the Tenant; (5) any court costs incurred by the Landlord in connection with terminating the tenancy; and (6) any other damages of the Landlord which may then be a permitted use of the Tenant Security Deposit under the laws of this State. No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy. After having deducted the above amounts, the Landlord shall, if the Tenant's address is known to him, refund to the Tenant, within thirty (30) days after the termination of the tenancy and delivery of possession, the balance of the Tenant Security Deposit along with an itemized statement of any deductions. If the extent of Landlord's claim against the security deposit cannot be determined within 30 days, Landlord shall provide to Tenant with an interim accounting no later than 30 days after termination of the tenancy and delivery of possession of the Premises to Landlord and shall provide final accounting within 60 days after termination of tenancy and delivery of possession of the Premises to Landlord. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay said balance to any such person, and the other person(s) agree to hold Agent harmless for such action. If the Tenant's address is unknown to the Landlord, the Landlord may deduct the above amounts and shall then hold the balance of the Tenant Security Deposit for the Tenant's collection for a six-month period beginning upon the termination of the tenancy and delivery of possession by the Tenant. If the Tenant fails to make demand for the balance of the Tenant Security Deposit within the six-month period, the Landlord shall not thereafter be liable to the Tenant for a refund of the Tenant Security Deposit or any part thereof. If the Landlord removes Agent or Agent resigns, the Tenant agrees that Agent may transfer any Tenant Security Deposit held by Agent hereunder to the Landlord or the Landlord's designee and thereafter notify the Tenant by mail of such transfer and of the transferee's name and address. The Tenant agrees that such action by Agent shall relieve Agent of further liability with respect to the Tenant Security Deposit. If Landlord's interest in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent shall transfer the Tenant Security Deposit in accordance with the provisions of North Carolina General Statutes § 42-54.

#### **SECTION FIVE - CONDITION OF UNIT**

Immediately upon occupying the Premises, the Tenant has the right to inspect the Premises. The Tenant is required to complete a move-in inspection form, describing the condition of the Premises when the Tenant initially enters into occupancy. This form must be returned to Landlord within the first 10 days of occupancy. Should this form not be returned within 10 days, the Premises shall be deemed to be in excellent condition.

#### **SECTION SIX – TENANT USE AND MAINTENANCE**

Unless otherwise agreed upon, the Tenant shall:

- (a) use the Premises for residential purposes only and in a manner so as not to disturb the other tenants;
- (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, in a clean and safe condition;
- (d) cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
- (e) comply with any and all obligations imposed upon tenants by applicable building and housing codes;
- (f) 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;
- (g) 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;
- (h) 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 the Tenant, to do so;
- (i) pay the costs of all utility services to the Premises which are billed directly to the Tenant and not included as a part of the rentals, including, but not limited to, water, electric, telephone, and gas services;
- (j) conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises; and
- (k) not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises.

In the event that Landlord or the premises should suffer any damages as the result of Tenant's failure to comply with the foregoing conditions and covenants, the Landlord may make such repairs as are needed to rectify the damage and may charge to the Tenant the cost thereof, and the Tenant shall thereupon pay to the Landlord the total cost to

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repair the damages so caused within 30 days of Tenant's receipt of written notice of such charges. Tenant must be available for service calls (as provided in Section 7). Unwarranted service calls will be charged to Tenant.

### SECTION SEVEN – LANDLORD OBLIGATIONS

Landlord agrees to maintain the buildings and grounds in a decent, safe, and sanitary condition in accordance with current federal, state, and local housing codes, to address any known or suspected termite problems; and to promptly repair all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied by Landlord. **All maintenance requests must be submitted in writing on form approved by Agent by one of the following methods: (1) By post to address for Rent payments, (2) Through Agent's website [www.thebirchcompanies.com](http://www.thebirchcompanies.com).** Emergency maintenance requests should be phoned in to [PUSER("Emergency Maintenance Number")]. Tenant is required to make minor repairs not requiring a licensed professional (i.e. light bulbs). Refrigerator icemakers, disposals, washing machines, and dryers are not warranted and will not be replaced. Tenant shall be liable to the Landlord for any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises.

### SECTION EIGHT - RIGHT OF ENTRY

Tenant agrees to allow Landlord and/or his representatives, to enter the Premises during reasonable hours for the purpose of making periodic inspections or repairs necessary or desirable, or for showing the Premises to any parties after written notice to vacate has been given. Landlord shall also have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises. Landlord may also place a lockbox on the Premises to show the Premises consistent with this paragraph.

### SECTION NINE - ASSIGNMENT AND SUBLETTING

Tenant agrees not to assign this lease or sublet the unit without the written permission of the Landlord. Such permission will be granted or denied at sole discretion of the Landlord.

### SECTION TEN – ALTERATIONS AND IMPROVEMENTS

Tenant shall not paint, wallpaper, mark, drive nails or screws into, or otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork or any other part of the Premises or decorate the Premises or make any alterations, additions, or improvements in or to the Premises without the Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in such manner as the Landlord may approve. All alterations, additions, and improvements upon the Premises, made by either the Landlord or Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created. Requests by Tenant must be submitted in writing.

### SECTION ELEVEN - TERMINATION OF LEASE

**Termination by Landlord:** Landlord may terminate this lease or Tenant's right of possession at any time for, (i) non-compliance of any or all terms of this lease, (provided, Landlord provides Tenant with notice of such non-compliance and Tenant fails to cure such non-compliance within five days or such later period as may be required by law), (ii) good cause (including actions that threaten the health and safety of other persons or the right of other persons to peaceful enjoyment of their dwelling, and actions that result in substantial physical damage causing an adverse financial effect on the housing or other persons' property), or (iii) in accordance with state law. Notice by Landlord to Tenant will state the reason for termination and inform Tenant of his right to defend his actions in court in accordance with State law. Landlord is entitled to immediate possession of the Premises and the Tenant shall peacefully surrender possession of the Premises to Landlord immediately upon Landlord's demand. In the event Tenant shall fail or refuse to surrender possession of the Premises to Landlord, Landlord shall, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the Premises only through a summary ejectment proceeding. If a summary ejectment proceeding is instituted against Tenant, in addition to any court costs and past-due rent that may be awarded, Tenant shall be responsible for paying Landlord the Summary Ejectment Administrative Fee, the amount of which shall be reasonably related to the additional expense in filing the proceeding. In the event Landlord terminates the lease, all further rights and duties hereunder shall terminate and Landlord shall be entitled to collect from Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach. In the event that the Landlord terminates the Tenant's right of possession without

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terminating this lease, Tenant shall remain liable for the full performance of all covenants hereof, and Landlord shall use reasonable efforts to re-let the Premises on Tenant's behalf. Any such rentals reserved from such re-letting shall be applied first to the costs of re-letting the Premises and then to the rentals due hereunder. In the event the rentals from such re-letting shall be applied first to the costs of re-letting the Premises and then to the rentals due hereunder in full, Tenant shall be liable to the Landlord for any deficiency. In the event Landlord institutes a legal action against the Tenant to enforce the lease or to recover any sums due hereunder, Tenant agrees to pay Landlord reasonable attorney's fees in addition to all other damages. No fees may be deducted from the Tenant Security Deposit until the termination of the tenancy.

**Termination by Tenant:** Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this lease and the Tenant shall have no right to terminate this lease for any such default or suspend his performance hereunder. In any legal action instituted by the Tenant against the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this lease and the reasonable rental value of the Premises, taking into account the landlord's breach or breaches, and in no event, except in the case of the Landlord's willful or wanton negligence, shall the Tenant collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the Premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

**Either party may terminate this lease** at the end of the initial term or any successive term in accordance with state law by giving 45 days written notice in advance to the other party. Lease terminations are not permitted by Tenant on any day other than the last of the month.

## **SECTION TWELVE - ABANDONMENT**

In the event the Tenant abandons the Premises or any part, for whatever reason, (despite leaving furniture, household furnishings, equipment, clothing, and other personal property remaining in the Premises), without notifying the Landlord of his intention to resume occupancy or to remove said personal property, the Landlord shall have the right to enter into and upon the Premises and remove all such furniture, household furnishings, equipment, clothing, and other personal property there from, and to store the same, in accordance with state law. Landlord may re-let the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord as a means of such re-letting.

The Tenant household's tenancy still exists during the time that the Tenant household's personal possessions remain in the Premises after the Tenant household has personally ceased occupancy with the intent to vacate and leave the Premises complex, until such time as the personal possessions have been removed voluntarily or by legal means, subject to the provision of state or local law in such matters.

## **SECTION THIRTEEN – REMOVAL, STORAGE, AND DISPOSITION OF TENANT'S PERSONAL PROPERTY**

(a) Ten days after being placed in lawful possession by execution of a writ of possession, the Landlord may throw away, dispose of, or sell all items of personal property remaining on the Premises. During the 10-day period after being placed in lawful possession by execution of a writ of possession, the Landlord may move for storage purposes, but shall not throw away, dispose of, or sell any items of personal property remaining on the Premises unless otherwise provided for in Chapter 42 of the North Carolina General Statutes. Upon the Tenant's request prior to the expiration of the 10-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. If the Landlord elects to sell the property at public or private sale, the Landlord shall give written notice to the Tenant by first-class mail to the Tenant's last known address at least seven days prior to the day of the sale. The seven-day notice of sale may run concurrently with the 10-day period which allows the Tenant to request possession of the property. The written notice shall state the date, time, and place of the sale, and that any surplus of proceeds from the sale, after payment of unpaid rents, damages, storage fees, and sale costs, shall be disbursed to the Tenant, upon request, within 10 days after the sale, and will thereafter be delivered to the government of the county in which the rental property is located. Upon the Tenant's request prior to the day of sale, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. The Landlord may apply the proceeds of the sale to the unpaid rents, damages, storage fees, and sale costs. Any surplus from the sale shall be disbursed to the Tenant, upon request, within 10 days of the sale and shall thereafter be delivered to the government of the county in which the rental property is located.

(b) If the total value of all property remaining on the Premises at the time of execution of a writ of possession

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in an action for summary ejection is less than one hundred dollars (\$100.00), then the property shall be deemed abandoned five days after the time of execution, and the Landlord may throw away or dispose of the property. Upon the Tenant's request prior to the expiration of the five-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon.

**SECTION FOURTEEN - FIRE AND REGULATIONS**

If during the term of this lease, the Premises shall be damaged by fire or other disaster, repairs shall be performed by Landlord with reasonable diligence. In the event the Premises are damaged to the extent the same cannot be repaired with due diligence, rent shall cease from the date of the injury to the date same are ready for occupancy, except where in conflict with state law. However, 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 agents, employees, guests or members of Tenant's household. Tenancy shall not be terminated by Landlord unless such repairs shall require more than 60 days, in which case the lease may be terminated. It is recommended that Tenant secure Tenant insurance. Tenant may terminate the lease if damages substantially impair the occupancy of the Premises, and may immediately vacate and notify the Landlord within seven days thereafter of his intention to terminate the agreement, in which case the lease terminates as of the date of vacating.

**SECTION FIFTEEN – SMOKE / CARBON MONOXIDE DETECTORS**

Tenant acknowledges the placement of smoke detectors, and carbon monoxide detectors when required, in the residence. Pursuant to North Carolina General Statutes Sections 42-42 and 42-43, the Landlord shall provide and install operable smoke/carbon monoxide detectors, either battery-operated or electrical, having an Underwriters' Laboratories, Inc. listing or other equivalent national testing laboratory approval. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke/carbon monoxide detector. The Landlord shall replace or repair the smoke/carbon monoxide detectors within 15 days of receipt of notification if the Landlord is notified of needed replacement or repairs by the Tenant. The Landlord shall ensure that a smoke/carbon monoxide detector is operable and in good repair at the beginning of the Initial Term of the Tenancy. The Tenant shall replace the batteries as needed during the tenancy but no less than every six (6) months.

**SECTION SIXTEEN - PETS**

Pursuant to Section 1 of this agreement, if pets are not allowed, Tenant agrees not to keep or allow anywhere on or about the Property any animals or pets of any kind, including but not limited to, dogs, cats, birds, rodents, reptiles or marine animals. If pets are allowed, Tenant acknowledges that the amount of the Pet Fee is reasonable and agrees that the Landlord shall not be required to refund the Pet Fee in whole or in part and that payment of such fee does not limit Landlord's ability to deduct damage caused by pet from the Tenant Security Deposit. Additionally, the following terms will apply:

- Only Pets listed in Section 1 of this agreement shall be allowed. Any additional Pets must be approved by Landlord prior to occupying the Premises.
- Tenant agrees to reimburse Landlord for any primary or secondary damages caused thereby whether the damage is to the Premises or to any common areas used in conjunction with them, and to indemnify Landlord from any liability to third parties which may result from Tenant's keeping of such pet or pets.
- Tenant agrees to register and immunize Pet(s) in accordance with local ordinances.
- Tenant agrees to comply with any and all Homeowner association regulations regarding Pets.
- Tenant shall remove any pet previously permitted with 72 hours of written notification from the Landlord that the pet, in the Landlord's sole judgment, creates a nuisance or disturbance or is, in the Landlord's opinion, undesirable. If the pet is caused to be removed pursuant to this paragraph, the Landlord shall not be required to refund the Pet Fee; however, the Tenant shall be entitled to acquire and keep another pet of the type previously authorized.
- Tenant warrants that the Pet(s) is housebroken and has no history of causing physical harm (including, but limited to, biting, scratching, chewing) to persons or property.
- Tenant shall keep the home free of fleas. At the time of termination, Tenant is required to provide certification from a licensed exterminator that the home has been treated for flea infestation at the time of move-out. This treatment must be done AFTER the carpets have been cleaned. Animals are not permitted to be tied on the property.

**SECTION SEVENTEEN - MODIFICATION OF LEASE - NOTIFICATION TO TENANTS**

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The Landlord may modify the terms and conditions of the lease, effective at the end of the initial term or a successive term, by serving an appropriate notice on the Tenant, together with the tender of a revised lease or an addendum revising the existing lease. This notice and tender shall be sent to the Tenant by first-class mail, properly stamped and addressed or personally delivered to the Premises.

The date on which the notice shall be deemed to be received by the Tenant shall be the day after the date on which the first-class letter is mailed or the date on which the copy of the notice is delivered to the Premises. The notice must be received 30 days prior to the end of lease term.

### **SECTION EIGHTEEN – DAMAGES**

Tenant shall be responsible for and liable to the to the 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. Tenants agrees to pay Landlord for the cost of repairing any damage for which Tenant is responsible upon receipt of Landlord's demand therefore, and to pay the Rent during the period the Premises may not be habitable as a result of any such damage.

### **SECTION NINETEEN – TENANT'S DUTIES UPON TERMINATION**

Upon any termination of the tenancy created hereby, whether by the Landlord or the Tenant and whether for breach or otherwise, the 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, submitting receipts for water bills;
- (2) vacate the Premises removing therefrom all Tenant's personal property of whatever nature;
- (3) properly sweep and clean the Premises, including:
  - (a) clean all appliances, inside and out, removing all dirt and grease (do not use oven cleaner on self-cleaning or continuous cleaning ovens);
  - (b) remove all rubbish, trash, garbage and refuse;
  - (c) Clean hardwood floors and scrub all vinyl floors;
  - (d) wash cabinets, inside and out;
  - (e) clean exhaust hood and fan;
  - (f) clean bathroom floors, tiles, walls, fixtures, and woodwork, removing old soap and grime (but don't use abrasive cleaners such as Ajax or Comet);
  - (g) clean thoroughly areas over doors and window frames, baseboards, light fixtures, and ceiling fans;
  - (h) clean all heat ducts, vents and filters such that they are free of debris and dust;
  - (i) remove grease, debris, and old from carports, garage, storage room, and driveways;
- (4) make such repairs and perform such other acts as necessary to return the Premises in the same condition as when Tenant took possession of the Premises; provided, however, Tenant shall not be responsible for ordinary wear and tear or for repairs required by law or those to be performed by the Landlord as provided in Section 7;
- (5) fasten and lock all doors and windows;
- (6) return to the Landlord all keys and other items to the Premises immediately upon vacating; and
- (7) notify the Landlord of the address to which the balance of the Security Deposit may be returned.

If the Tenant fails to properly clean and sweep the premises, appliances, and fixtures as herein provided, Tenant shall become liable, without notice or demand, to the Landlord for the actual costs of cleaning (over and above ordinary wear and tear), which may be deducted from the Security Deposit as provided in Section 4 above.

### **SECTION TWENTY – RENTAL APPLICATION**

Final approval and acceptance of this lease by Landlord is subject to an acceptable rental application, payment of application fees, and acceptable credit references, as per Agent's sole discretion. If Tenant has submitted a Rental Application in connection with this Lease, Tenant acknowledges that Landlord has relied upon the Application as inducement for entering into this Lease and Tenant warrants to Landlord that the facts stated in the Application are true to the best of Tenant's knowledge. If any facts stated in the Rental Application prove to be untrue, Landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting therefrom.

### **SECTION TWENTY-ONE – BANKRUPTCY**

If any Bankruptcy or insolvency proceedings are filed by or against the Tenant or if the Tenant makes any

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assignment for the benefit of creditors, the Landlord may, at his option, immediately terminate this Tenancy, and reenter and repossess the Premises, subject to the provisions of the Bankruptcy Code (11 U.S.C. Section 101, et. seq.) and the order of any court having jurisdiction thereunder.

**SECTION TWENTY-TWO – TENANT’S INSURANCE; RELEASE AND INDEMNITY PROVISIONS**

The Tenant shall be solely responsible for insuring any of his personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, storm, and all other hazards and casualties. Regardless of whether the Tenant secures such insurance, the Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the Tenant’s personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of the Landlord. The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Tenant or to any members of his household resulting from any cause whatsoever except only such personal injury caused by the negligent, or intentional acts of the Landlord or his agents.

**SECTION TWENTY-THREE – EMINENT DOMAIN AND CASUALTIES**

The Landlord shall have the option to terminate this lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty.

**SECTION TWENTY-FOUR – RULES AND REGULATIONS**

The Tenant, his family, servants, guests and agents shall comply with and abide by all the Landlord’s existing rules and regulations as set forth on Exhibit A and such future reasonable rules and regulations as the Landlord may, at Landlord’s discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in connection with them (the “Rules and Regulations”). Landlord reserves the right to make changes to the existing Rules and Regulations and to adopt additional reasonable rules and regulations from time to time; provided however, such changes and additions shall not alter the essential terms of this lease or any substantive rights granted hereunder and shall not become effective until thirty (30) days’ written notice thereof shall have been furnished to Tenant. The Rules and Regulations shall be deemed to be a part of this lease giving to the Landlord all the rights and remedies herein provided.

**SECTION TWENTY-FIVE – AGENT**

The Tenant acknowledges the Agent has been hired to manage, supervise, and operate the Premises. The Tenant hereby agrees that the Agent acts for and represents the Landlord in this transaction and has the authority provided in the management contract existing between the Landlord and Agent. The Agent may perform without objection from the Tenant, any obligation or exercise of any right of the Landlord imposed or given herein or by law and such performance shall be valid and binding, as if performed by the Landlord. The Agent shall have the same rights, privileges, entitlements, and protections as the Landlord as set forth in this lease, including any rights of indemnification and limitations of liability. The Tenant shall pay all rentals to the Agent unless otherwise notified in writing by the Landlord. Except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein. Nothing contained herein shall modify the management contract existing between the Landlord and the Agent; however, the Landlord and the Agent may from time to time modify the management agreement in any manner which they deem appropriate. The Landlord, may, in his discretion and in accordance with any management agreement, remove without replacing or remove and replace any agent engaged to manage, supervise, and operate the Premises.

**SECTION TWENTY-SIX – FORM**

The Landlord and Tenant hereby acknowledges that their agreement is evidenced by this form contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and Tenant agree that the courts shall liberally and broadly interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either the Landlord or the Tenant; (3) paragraph headings are used only convenience of reference and shall not be considered as a substantive part of this

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lease; (4) words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate; and (5) the invalidity of one or more provisions of this lease shall not affect the validity of any other provisions hereof and this lease shall be construed and enforced as if such invalid provision(s) were not included.

**SECTION TWENTY-SEVEN – WAIVER**

No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise.

**SECTION TWENTY-EIGHT – NOTICE**

Any notices required or authorized to be given hereunder or pursuant to applicable law shall be mailed or hand delivered to the following addresses:

Tenant: The address of the Premises

Landlord: The address of which rental payments are sent, or personally delivered to the leasing office, if one exists. The date of receipt shall be the date in which Agent physically receives notice- ie. if Tenant delivers notice outside of normal operating hours, the next business day shall be considered the date of notice.

**SECTION TWENTY-NINE – RENT CONCESSIONS**

As an inducement for Tenant to enter into this Lease Agreement for the full term stated in Section One, Clause C of the Lease Agreement, if Landlord has granted Tenant certain rent concessions having a total value of \$[PRUSER("Total Amount of Concessions")] (the Rent Concession) as more particularly described below. Tenant acknowledges and agrees to comply with the terms and conditions of this Lease Agreement for the full term stated in Section One, Clause C. Accordingly, without limiting or excluding any other remedies available to Landlord, the Rent Concession shall be immediately due and payable to Landlord as additional rent in the event that (a) Tenant breaches this Lease Agreement or (b) this Lease Agreement is terminated at any time prior to the expiration of the full term of the Lease Agreement stated in Section One, Clause C hereof for any reason, including, without limitation, by mutual agreement of Landlord and Tenant but excluding a termination of this Lease Agreement solely as a result of Landlord default.

**SECTION THIRTY – EXECUTION; COUNTERPARTS**

When Tenant signs this lease, he acknowledges he has read and agrees to the provisions of this lease. This lease is executed in 2 (two) counterparts with an executed counterpart being retained by each party.

**SECTION THIRTY-ONE – ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

**SECTION THIRTY-TWO – ATTACHMENTS TO THE LEASE**

The Tenant certifies that he/she has received a copy of this lease and understands that the following attachments are part of this lease.

- 1. Exhibit A – Rules and Regulations
- 2. Move-in Inspection
- 3. Rental Application
- 4. Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards if Premises was built prior to 1978
- 6. Other Approved Attachments as Listed Herein: None

**THIS AGREEMENT CONSTITUTES THE FULL UNDERSTANDING BETWEEN THE UNDERSIGNED.**

\_\_\_\_\_  
TENANT - Signature

(SEAL)

\_\_\_\_\_  
LANDLORD OR AGENT

(SEAL)

Tenant Initials: \_\_\_\_\_ Co-Tenant Initials: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
CO-TENANT- Signature (SEAL)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
CO-TENANT- Signature (SEAL)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CO-TENANT- Signature (SEAL)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
CO-TENANT- Signature (SEAL)

\_\_\_\_\_  
Print Name

Tenant Initials: \_\_\_\_\_ Co-Tenant Initials: \_\_\_\_\_

**EXHIBIT A – RULES AND REGULATIONS (Pg. 1 of 2)**

1. Tenant is not allowed to do repairs on vehicles that cannot be completed within 24 hours. Tenant is not allowed storage of inoperable vehicles or parts on the premises. Tenant is responsible for removing all oil and grease stains and radiator drainage stains on driveway, carport, or garage. Parking in the yard is not permitted. No storage of non-registered motor vehicles and/or inoperative motor vehicles on property.
2. Laundry, curtains, or other articles shall not be hung for any purpose from the outside of Tenant's Premises. "Outside" shall include balconies and patios of Tenant's Premises. Clotheslines, other than those provided by the Landlord, shall not be erected or used at any time and all laundry shall be hung for airing and drying only on the lines provided by the Landlord.
3. No items of furniture shall be placed in common areas except when actually in use, and in no even shall upholstery items be left in front yard. Patio furniture may be placed in patio or porch.
4. Garbage, rubbish, and other waste shall be removed from the Premises in a clean and safe manner and shall be placed in the receptacles designed for this purpose. No hazardous substances may be disposed of in the garbage containers, but must be disposed of as required by applicable health and safety regulations and codes. The littering or defacing of the common areas of the premises shall not be permitted. The common areas shall be defined as those areas outside Tenant's Premises excluding porches and patios.
5. It is the Tenant's responsibility to change the filters in the heating and cooling systems once a month. Tenant will be responsible for the damage to the mechanical system and premises caused by dirty filters.
6. Tenant is required to heat with the heat source provided; i.e., gas, oil, or electric forced warm air or electric baseboard heat, etc. Kerosene heaters, fireplace inserts, electric heaters and woodstoves are strictly prohibited, as is using the fireplace as a primary heat source. No kerosene heaters are allowed on the property.
7. Maintenance requests due to Tenant damage, misuse, or other Tenant-caused actions will be charged to the Tenant. Additionally, unwarranted maintenance calls, at the sole discretion of Agent, will be the responsibility of Tenant. Unauthorized repairs to the property will not be reimbursed.
8. Tenants are responsible for all drain clogs. Do not flush tampons, sanitary napkins, or diapers.
9. Tenants are responsible for all pest control, including, but not limited to roaches and ants.
10. No grilling on outside deck is permitted.
11. Oil Furnaces: Oil tank will either be measured or filled prior to move-in and Tenant will be required to purchase the oil left in the tank at move-in. Amount due will be documented by a letter from the oil company providing the fuel.
12. Tenant is to conduct himself and require other persons in the Premises or on the premises with his consent to conduct themselves in such a manner that other Tenants' peaceful and quiet enjoyment of the premises is not disturbed and to assure that actions are not offensive, noisy, dangerous, or disruptive to the rights, privileges and welfare of other Tenants and persons.
13. No person(s) except those listed on the Premises application shall reside or live in this Premises without the written consent of the Landlord or his agent. Tenant agrees to advise Landlord of any guest(s) staying overnight more than three times during any 30-day period. Any adult person(s) making recurring visits or one continuous visit of 14 days and nights in a 45-day period without written consent of the Landlord will be counted as a household member(s).
14. The Landlord may retain a pass key to the premises. Tenant shall not alter any lock or install new locks. If Tenant requests a replacement key, a fee will be charged as designated in Section One of this lease.
15. The utilities are not to be disconnected until final clearance.
16. The walls of the premises should look the same when the Tenant vacates as when the Tenant moves in. The tenant will be held responsible for the cost of repainting if this is found to be necessary, and should keep fingerprints, furniture marks, crayon marks, posters, tape, excessive nail holes, etc. off of walls. Tenant should not try to "touch up" paint when vacating the premises. Tenant should not wallpaper without landlord's approval.
17. Tenant shall use all utilities, services, facilities, appliances, plumbing, and equipment provided by Landlord in a reasonable and proper manner. Tenant shall keep all appliances and equipment within the Premises or on the Premises in good and clean condition, reasonable wear and tear excepted, Tenant shall not place fixtures, signs, or fences in or about the Premises or premises. Any costs to repair damages resulting from misuse of appliances, equipment, facilities, or plumbing by Tenant shall be borne by Tenant. Washing machines, dryers, disposals and refrigerator ice makers are not warranted and accepted as-is.
18. Tenant and invited guests will be allowed to use the recreational facilities located on the complex, if applicable. Management, however reserves the right to discontinue the use of these facilities at any time deemed necessary to protect the interest of the complex.

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**[sif(strcmp("yes",USER("Lead Based Paint - Built Before 1978"))==0,"Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards","NOT NEEDED FOR THIS TRANSACTION")]**

**Address:** [CUSTINFO("street1")] [CUSTINFO("street2")]; [CUSTINFO("csz")]

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

**Lessor's (Landlord's) Disclosure**

(a) Presence of lead-based paint and/or lead-based paint 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 lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

\_\_\_\_\_  
\_\_\_\_\_

(ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's (Tenants) Acknowledgement (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgement (initial)**

(e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d 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.

Owner	Date	Owner	Date
Lessee	Date	Lessee	Date
Lessee	Date	Birch Management, Inc, Agent	Date

Source: www.epa.gov

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