

PARTNERSHIP PROPERTY MANAGEMENT
P.O. Box 26405
Greensboro, North Carolina 27404-6405

CONVENTIONAL RESIDENTIAL APARTMENT
LEASE AGREEMENT

SECTION 1: - LEASE AGREEMENT SUMMARY & DEFINITIONS:

This Agreement is a legal and binding contract by and between :

- (A) The Landlord is: _____ (hereafter, "Landlord" or "Lessor")
(B) The Tenant is: _____ (hereafter, "Tenant(s)" or "Resident(s)")
Individually referred to as the "Party" collectively referred to as the "Parties," for the lease of:
(C) Apartment Number: _____ a (D) _____ Bedroom unit located at (hereafter, "Unit")
(E) Apartment Name: _____ (hereafter, "Property")
(F) Apartment Address: _____
(G) Leasing Agent: Partnership Property Management, Inc. serves as the leasing agent and property manager for the Property (herein referred to as "Agent"). Contact information is provided in the "Lease Agreement Summary".
(H) Disclosure: This section intentionally left blank

SECTION 2: - RESIDENT INFORMATION:

Resident's (s') Full Legal Name(s): _____

Each Resident shall be jointly and severally liable for full compliance with all the terms and conditions contained herein. Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Resident's Mailing Address: _____

Resident's Telephone: _____

Resident's E-Mail: _____

Authorized Occupants:

Name: _____	Relationship: _____	Date of Birth: _____
Name: _____	Relationship: _____	Date of Birth: _____
Name: _____	Relationship: _____	Date of Birth: _____
Name: _____	Relationship: _____	Date of Birth: _____
Name: _____	Relationship: _____	Date of Birth: _____

SECTION 3: - LEASE TERM

Resident(s) shall be responsible for compliance with all terms and conditions contained in this Agreement and any/all Addenda attached hereto. Resident(s) shall ensure they and all Authorized Occupants of the Unit and Resident's or Residents' guests adhere to all Rules and Regulations provided for within the Lease and all Addenda. Failure by the Resident(s) to do so shall be deemed a breach of the Agreement. Resident(s) acknowledges a copy of the Lease and Addenda have been provided to the Resident(s).

All leases, regardless of the beginning date of the lease, shall end on the last day of the month of the Term of this Agreement.

Resident shall provide Notice of Indication of Interest to Renew Lease, at least 60 days before Term End Date. Such renewal shall require mutual agreement of Resident and Agent, and the execution of a new Lease Agreement or a Lease Renewal Addendum between Resident and Agent.

Notification Period: _____

Base Monthly Rent: \$ _____

First Month's Rent: \$ _____ (Pro-rata if signed other than 1st of month)

Non-Refundable Animal Fee: \$ _____ (\$250 per pet)

Pet Rent: \$ _____ (\$25 per month for each pet)

Security Deposit: \$ _____ (Equal to One Month's Rent - Separate Check)

TOTAL:

Due at Time of Lease Agreement: \$ _____

Lessor leases to Resident(s), and Resident(s) leases from Lessor, the above described Unit together with any and all appurtenances thereto, for a term of twelve (12) months, such term beginning on:

(A) Term Start Date: _____ at 12:00 Noon and ending on (B) Term End Date: _____ at 10:00 a.m.

SECTION 4: - SECURITY DEPOSIT

A Security Deposit shall be paid to the Lessor by Resident to be held by:

(A) Trust Account: _____

Resident agrees that such security deposit will be deposited in rental agent's interest-bearing escrow trust account, the interest accruing thereon will belong to the Apartment Complex, and that Resident shall have no claims to such interest. An itemized statement of charges to be deducted and retained by the Lessor as permitted by the Tenant Security Deposit Act and/or a refund will be furnished to the Resident no later than 30 days after termination of the tenancy and delivery of possession of the premises by the Resident, unless the Resident has abandoned the property and his/her whereabouts are unknown and cannot be ascertained after reasonable inquiry.

(B) Permitted uses of deposit are:

- (1) Non-Payment of Rent or sub-metered utilities: Any rent or sub-metered utility reimbursements owed by the Resident to the Lessor.
- (2) Damage to Premises: Any funds expended by Lessor not previously repaid by Resident during the period of occupancy or after termination of the Resident's occupancy hereunder to place or maintain the premises in the condition same were in at the initial date of occupancy by the Resident, reasonable wear and tear excepted. Freshly painted apartment interiors are considered to have a three (3) year life. If the Lessor is required to repaint due to excessive abuse above normal wear and tear, the cost is to be prorated according to the length of the Resident's stay. If the amount in the Resident's security deposit account is not sufficient to cover the cost of repairs, the Resident agrees to accept a statement for damages and to promptly reimburse the Lessor for costs in excess of the security deposit account.
- (3) Rent(s) due based on non-fulfillment of Rental Periods: Costs in connection with the non-fulfillment of the rental period.
- (4) Possible Liens: Unpaid bills which become a lien against the demised property due to the Resident's occupancy.
- (5) Re-Renting Costs: Costs in connection with re-renting the premises after breach by Resident.
- (6) Court Costs: Costs in connection with tenancy termination.
- (7) Removal and Storage Costs: Costs for removing, disposing of, or storing a Resident's personal property after serving eviction proceedings.

Where not in conflict with state law, Resident agrees that such security deposit may be deposited in rental agent's interest-bearing escrow account: that the interest accruing thereon shall belong to the project's general operating account: and that the Resident shall have no claim on such interest.

SECTION 5: - FEES

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| <p>(A) Late Fee equaling 5% of total monthly rent or \$15.00, whichever is higher, if not paid before the 6th of the month</p> <p>(B) Complaint Filing Fee of \$15.00 or 5% of Base Rent, whichever is higher</p> <p>(C) Court Appearance Fee \$15.00 or 10% of Base Rent, Whichever is Higher</p> <p>(E) Second Trial Fee of twelve (12%) percent of Base Rent</p> <p>(F) Change of Locks shall be \$100</p> | <p>(G) Additional Keys (per set) shall be \$35.00</p> <p>(H) After Hours Emergency Lock Out Service of \$250.00. (When Resident loses key or locks self out and requires entry into unit.)</p> <p>(I) Returned Check Fee of \$25.00.</p> |
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SECTION 6: - PAYMENTS

- (A) All monthly lease payments are due on the 1st of the current month and are deemed late on the 6th day of the current month. The date of receipt of the payment shall be deemed the day received by the Lessor and not the date of mailing by the Resident(s). Late payments shall be subject to a Late Fee as defined above. **For your convenience, the following forms of payment are acceptable: credit card, e-check, personal check, certified check or a U.S. Postal Service Money Order. NO CASH SHALL BE ACCEPTED OR ANY OTHER FORM OF PAYMENT SUCH AS A MONEY GRAM.**

All payments of rents and fees should be made payable to: _____, and mailed to:

**C/O Partnership Property Management
P.O. Box 26405 - Greensboro, NC 27404**

SECTION 7: - UTILITIES AND SERVICES

Resident shall be responsible for transferring electric utilities as of the effective date of this Lease into Resident's name(s). Resident(s), at their sole expense, are responsible for cable TV, internet, telephone, electricity, and any other utility type services, so long as such utility type services are authorized by the Lessor. Lessor shall be responsible for garbage fees.

Should the Lessor provide water and sewer, the Lessor reserves the right to at any time install sub-metering and pursuant to approval by the N.C. Utilities Commission may charge Resident for water and sewer.

Resident agrees not to disturb, terminate, interrupt, tamper with, adjust, or disconnect any utility service. Violation of this section is a material breach of the Lease and shall entitle Lessor to all available remedies under the Lease or applicable laws. Nothing in this paragraph shall affect a Resident's rights under applicable law.

It is expressly understood that Lessor shall not be liable for any suspension or interruption in any of said services and that there shall be no abatement of rent resulting therefrom, provided Lessor shall restore, or cause to be restored, with reasonable dispatch any such services as may be suspended or interrupted that it has control over.

SECTION 8: - RULES AND REGULATIONS

WITNESSETH:

WHEREAS, Agent has been engaged to manage and lease the unit located at the property with associated Common Areas including grounds, parking areas, and all other common usage areas of the Buildings and grounds.

WHEREAS, Lessor desires to lease the Unit to Resident(s) upon the terms and conditions contained herein; and

WHEREAS, Resident(s) desires to lease the Unit from Lessor on the terms and conditions contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. RENTAL APPLICATION. New Resident(s) shall complete a rental application and shall provide Lessor and its Agent authorization to (a) verify employment and/or income, (b) undertake a criminal record check, (c) undertake a credit report, and (d) obtain references from previous lessor(s) of the Resident or Residents. Resident(s) understands and agrees that Lessor and its Agent shall rely upon the Rental Application submitted by the Resident(s) as an inducement for entering into this Agreement, and Resident(s) warrants that the facts contained in such Rental Application are true. If Lessor or its Agent determines or learns that any fact or representation in the Rental Application is false or deceptive or omits material facts, Resident(s) shall be in default of this Agreement. In such event, Lessor or its Agent shall have all the rights and remedies set forth in this Agreement, including but not limited to Lessor's or its Agent's ability to terminate Resident's(s') tenancy immediately and seek possession of the Unit, as well as collect from Resident(s) any damages incurred, including reasonable attorney fees.

2. RENT. The total rent for the term as outlined in Section 3 is due in full on the 1st day of each month without demand. In such cases where the first month is a partial month, the rent for the first month shall be prorated and shall be paid along with the Security Deposit and any non-refundable pet fees (if applicable) at the time of execution of this Agreement. All other monthly rents shall be due the 1st day of each month of the term. All such payments shall be made to Lessor's mailing address as set forth in the Summary preamble to this Agreement on or before the due date and without demand. Said Rent shall be deemed delinquent on the 6th day of the month of the term. Late payment of rent due shall be deemed a breach of this Agreement at the sole discretion of the Lessor.

Lessor shall have the right to transfer this lease to any potential new owner of the Unit or Building.

3. EXAMINATION. Resident represents to Lessor that he/she has had full opportunity to examine the demised premises and the building, with or without any professionals at the choosing of the Resident, and by his/her occupancy acknowledges that they are in good order/repair and that there is in and about them nothing dangerous to life, limb or health and Resident hereby waives any claim for damages that may arise from defects of that character after occupancy. Resident hereby releases and agrees to indemnify and hold harmless the Lessor, the Agent, the property owner(s) and collectively all of the previous groups representatives, agents, principals and employees, from and against liability for any injury or damage to the person or property of Resident or any member of his/her household, or guests, resulting from any cause whatsoever.

4. USE OF UNIT. The Unit shall be used and occupied as a place of residency only by Resident(s) and Resident's (s') immediate family or roommate(s) approved by the Lessor or its Agent and listed as an approved Resident herein. The Unit shall be used exclusively, as a private residential apartment home, and no part of the Unit shall be used at any time during the term of this Agreement by Resident(s) for the purpose of carrying on any commercial business, profession, or trade of any kind, or for any purpose other than as a private residential apartment home (with the exception of a home-based business defined as a business that does not incur walk-in traffic or deliveries of any form). Resident(s) shall not allow any other person, other than

Resident(s)'s minor children or transient relatives and friends who are temporary guests of Resident(s), to use or occupy the Unit without first obtaining Lessor's written consent to such use. Resident(s) shall comply with any and all laws, ordinances, rules and orders of any and all governmental and quasigovernmental authorities affecting the cleanliness, use, occupancy, safety, and preservation of the Unit.

5. CONDITION OF UNIT. Resident(s) shall deliver to the Lessor or its Agent the Unit in the same condition, less normal wear and tear upon termination of the Lease.

6. ASSIGNMENT AND SUBLETTING. Resident(s) shall not assign this Agreement, or sublet or grant any license as it was received by Resident, to use the Unit or any part thereof. Should an additional person desire to move into the Unit, Resident shall first ensure additional Resident becomes a Party to the Lease and they shall be subject to credit and criminal background check, as described earlier herein.

7. ALTERATIONS AND IMPROVEMENTS. Resident(s) shall make no alterations, including painting to the Unit or Building, or improvements on or within the Unit or construct any other improvements on the Unit or Building without the prior written consent of Lessor. Any and all alterations, changes, and/or improvements built, constructed or placed on or within the Unit by Resident(s) shall, unless otherwise provided by written agreement between Lessor or its Agent and Resident(s), be and become the property of Property Owner and remain in the Unit at the expiration or earlier termination of this Agreement or, at the sole discretion of the Lessor or its Agent shall be removed and the Unit be returned to the original condition at the time of lease at the full expense of the Resident(s).

8. NONDELIVERY OF POSSESSION. In the event Lessor or its Agent cannot deliver possession of the Unit to Resident(s) upon the commencement of the Lease term, through no fault of Lessor or its Agent, then Lessor or its Agent shall have no liability, but the rental herein provided shall abate until possession is given. Lessor or its Agent shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Resident(s) agrees to accept the demised Unit and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Lessor or its Agent, then this Agreement and all rights hereunder shall terminate.

9. HAZARDOUS MATERIALS, ILLEGAL DRUGS AND CRIMINAL ACTIVITY. Resident(s) shall not keep in the Unit or in the Building any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on/in the Unit, Building or Grounds, or that might be considered hazardous or extra hazardous by any responsible insurance company. Resident(s) shall obey all laws. The existence, use, manufacture or attempt to sell or buy illegal drugs within the property known as Weaverville Commons (or as most currently named if renamed) or the conviction of such regardless of location shall result in immediate termination of the Lease and shall be considered a default. In such default, Residents shall continue to be liable for payment of all rents and fees. Resident, Residents, Resident's and Residents' immediate family members or guests, whether under Resident's (s') control or direction, shall not engage in or facilitate any criminal activity anywhere. Residents shall not allow the Common Areas to be used by any person that may have an outstanding criminal warrant for their arrest. Resident(s) shall not allow any person to enter the Unit, Building or Grounds when the person in question has been convicted of a felony or misdemeanor within the last seven (7) years, a registered sex offender, convicted of domestic violence, or any other person to whom Lessor or its Agent objects (subject to legality), in their sole discretion, once Lessor or its Agent has notified Resident(s) of Lessor's or its Agent's objection via written notice. Lessor and its Agent reserve the right to check the criminal record of the Resident(s) and their authorized occupants and guests at any time. Resident(s) shall cooperate with Lessor or its Agent in undertaking such criminal record searches.

10. SMOKING. Resident(s) and Residents' family members and guests shall be prohibited from smoking cigarettes, other tobacco products, or any similar lighted product in any manner or in any form within the Unit or Building. Smoking is only permitted, but discouraged, in outdoor common areas at least 25 feet away from any structure. Resident(s) or Resident's(s') guest shall exercise extreme care to ensure against the starting of fires and shall dispose of lite and non-lite debris in appropriate manners and containers to ensure safety and cleanliness. Littering of exterior grounds with debris from smoking is prohibited. Any smoking inside the Unit or Building shall be a violation of this Lease and may, at the sole discretion of the Lessor or its Agent, result in termination of the Agreement.

11. Fire Extinguisher. Fire extinguishers are not required by law to be provided to Residents. A Resident at their sole discretion may purchase a fire extinguisher and be responsible for its upkeep and operability. If one already exists in the Unit and is not the property of the Resident, the Resident is responsible for the upkeep and operability of that extinguisher. Alternatively, if the Resident would prefer there be no fire extinguisher in the Unit he or she may return it to the Agent. Nothing in this paragraph should be construed as a suggestion or recommendation for a Resident to fight a fire. The safety of the Resident, the Residents family and guests is the first priority as is exiting the building quickly and safely.

12. MAINTENANCE. Consistent with N.C. General Statutes § 42-41, §42-42, §42-43 and this Agreement, Lessor or its Agent agree to maintain the Unit in a fit and habitable condition subject to reasonable limitations. Resident(s) understands and agrees that Lessor and its Agent are entitled to a reasonable time to make any necessary repairs or maintenance and Resident(s) shall not be entitled to an abatement for any inconveniences or annoyance during that reasonable time. Resident(s) further understands and agrees that Resident(s) may not withhold payment of rent under any circumstance, regardless of any allegation made by Resident(s) that Lessor or its Agent did not make repairs within a reasonable time or that Lessor or its Agent otherwise failed to cure any other complaint made by Resident(s). Lessor and its Agent agree to:

- (A) maintain the exterior of the Unit, Building and Grounds;
- (B) maintain all equipment, plumbing and appliances in working order;
- (C) make necessary repairs with reasonable promptness after receiving notice from the Resident(s);
- (D) provide routine pest extermination treatment as needed (though, if Lessor determines that additional extermination is required due to Resident's failure to maintain clean and safe Unit, Resident(s) may be charged for such additional extermination treatment);
- (E) provide working light bulbs at commencement of Lease (**Resident is responsible for replacing any light bulbs during Term of the Lease**); and
- (F) provide working smoke detectors. The failure of Resident(s) to replace such batteries and check detectors in a timely manner may result in Resident liabilities in the event of an avoidable incident had the detectors been working. Should the Resident(s) believe the detectors are inoperable, Resident(s) should immediately contact the Lessor or its Agent immediately for maintenance and/or replacement.

13. MAINTENANCE, REPAIRS AND RULES. Resident(s) shall:

- (A) maintain the Unit and appurtenances in good and sanitary condition;
- (B) comply with all laws, health and policy requirements with respect to the Unit, including, but not limited to North Carolina General Statutes §42-43 and in the event Resident(s) fails to comply with any duty imposed by the North Carolina General Statutes §42-43, Resident(s) hereby releases Lessor of any duty to comply with North Carolina General Statutes §42-43 and this Agreement;
- (C) use of all appliances, fixtures, electrical wiring and outlets, plumbing, sanitation and waste disposal systems, heating, cooling, ventilation, and other equipment in a safe manner and only for purposes for which they were intended;
- (D) check and replace if needed smoke detector batteries on a regular basis; The failure of Resident(s) to replace such batteries and check detectors in a timely manner may result in Resident liabilities in the event of an avoidable incident had the detectors been working. Should the Resident(s) believe the detectors are inoperable, Resident(s) should immediately contact the Agent immediately for maintenance and/or replacement;
- (E) not litter the Building or Grounds and to keep sidewalks, entrances, terraces, patios, balconies, hallways, breezeways and grounds free from discards, clutter, unsightly items and other personal articles;
- (F) not destroy, deface, damage or remove any part of the Unit, Building or Grounds;
- (G) give Agent prompt written notice of any imminently dangerous condition, as defined by North Carolina General Statutes §42-42 (a)(8), or of any unsafe or unsanitary condition, or of any defects in the plumbing, fixtures, appliances, heating and/or cooling, hot water heater, equipment or any other part of the Unit, Building or Grounds, except in the event of an emergency, where Resident(s) is to give notice by the quickest means available;
- (H) remove garbage and other waste from the Unit, Building and Grounds in a clean and safe manner;
- (I) supply all electric light bulbs;
- (J) do nothing that would promote or exacerbate insect or rodent infestation;
- (K) immediately notify Agent of any insect or bug infestation;
- (L) comply immediately with Agent to implement any insect or bug treatment or eradication plan;
- (M) warrant that you, as the Resident(s), are not moving from a facility that has been deemed to be infested with pests that may be relocated through the move of personal belonging within the last eighteen (18) months and if so done shall be responsible for the total cost of extermination;
- (N) maintain a clean environment and take reasonable measures to ensure climate control of the Unit to retard and prevent mold and mildew from the Unit;
- (O) not leave windows or doors in an open position during any inclement weather;
- (P) not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any Common Area or space;
- (Q) do not clutter or use patio or balcony areas for storage or create hazards by hanging anything from balcony or patio railings;
- (R) do not place or use grills of any forms on balconies or patios; Use of common area grilling equipment (if it exists) is solely at the risks of the Resident(s) and Lessor, Agent and property owner(s) assume no liability for the Resident's (s') use of such equipment. No grill shall be stored or used within eight (8) feet of the Building.
- (S) do not place any flammable or toxic materials on balconies or patios;
- (T) not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Lessor or its Agent;
- (U) not throw or discard any debris or items from balconies;

- (V) Resident(s), Resident's (s') family and guests shall at all times maintain order in the Unit, Building and Grounds and shall not make or permit any loud or improper noises, or otherwise disturb other residents;
- (W) keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (X) not to install satellite dish on Building, balconies, grounds, or terraces unless approved by the Agent;
- (Y) follow closely any and all rules for use of a Grilling Station and shall cut-off the propane when finished and clean the grill, subject to erection of such amenity;
- (Z) not use the Grilling Station after 10:00 p.m.;
- (AA) not place any items, including plants in common areas to allow Lessor to ensure consistency of aesthetics and minimize potential liabilities;
- (BB) not allow playing, running, loitering or consumption of alcoholic beverages in public breezeways, sidewalks, stairways, or other common areas;
- (CC) not display public intoxication;
- (DD) not use skates, rollerblades, roller skates, riding bicycles, skateboards or other wheeled equipment on the grounds, sidewalks, driveways or parking areas;
- (EE) not leave bicycles, baby carriages, shopping carts, motorcycles or other personal effects in breezeways other common Building areas;
- (FF) be responsible for the appropriate supervision of minor children and guests of the Resident(s);
- (GG) be considerate of neighbors by keeping all noise levels down at all times, particularly after 10:00 p.m.;
- (HH) not dispose of large furniture items unless coordinated with the Agent (a charge may be imposed for the disposal of larger items, such as furniture);
- (II) not dispose of metal, glass, fibrous materials, grease or bones using kitchen disposal;
- (JJ) maintain clean units and notify the Agent of any signs of pests;
- (KK) call "911" in the case of an Emergency and then contact Property Lessor;
- (LL) do not place any signs or posters or flags in the windows or doors unless approved by Agent (which approval, if granted, may be revoked at any time).

The right being reserved by Lessor to add to, alter, modify, or rescind, from time to time, said rules and regulations. Lessor, however, shall have the right to change said rules and regulations and to waive in writing any or all of said rules and regulations in the case of any one or more Residents and Lessor shall not be responsible to Resident for nonobservance or violation of any of said rules and regulations by any other Resident or their guests or invitees.

14. DAMAGES RESULTING FROM RESIDENT'S (S') FAILURE TO COMPLY. Resident(s) agrees to hold Lessor, Agent and property owner(s) harmless and to indemnify Lessor, Agent and property owner(s) from all fines, penalties and costs related to Resident's (s') violations of Resident's (s') noncompliance with any laws, requirements or regulations and from any liability arising out of such violations or noncompliance. Resident(s) and Lessor and its Agent expressly agree that North Carolina General Statutes §42-10 shall not apply to Resident's (s') tenancy. Resident(s) agrees that Lessor or its Agent shall hold Resident(s) strictly liable for all damage at or of the Unit caused directly or indirectly by the Resident(s), Resident's (s') authorized occupants, and Resident's (s') guests. In the event of such damage, Resident(s) agrees to pay all costs.

15. INSURANCE. Lessor, Agent and property owner(s) are not responsible for insuring Resident(s) or Resident's (s') permitted visitor's (visitors') personal property and vehicles against loss or damage due to theft, vandalism, fire, water, rain, or other weather related events, acts of terrorism, criminal or negligent acts of others, or any other cause. Lessor or its Agent **REQUIRES** Resident(s) to carry Resident's (s') own insurance (renter's insurance) to protect Resident(s) from any such loss or damage. The Parties agree that, upon notification by Lessor or its Agent, Resident(s) shall take all actions necessary to avoid: (i) an increase in Lessor's or Association's insurance premium (or Resident(s) shall pay for the increase in premium); or (ii) loss of insurance.

16. KEYS AND LOCKS. Resident(s) shall be provided keys for entrance into the Unit. The Unit has been provided with a secure functioning lock. Lessor and its Agent do not necessarily change the locks between tenancies. Lessor or its Agent will, at the Resident's request, change the unit locks as soon as possible (See Section 5 "Fees"). Resident(s) shall be prohibited from making copies of keys. Resident(s), upon request of Agent, may request additional keys or remotes for individuals authorized to live in the Unit. Agent may charge a fee for such additional keys.

Should harm, theft, or damage to person or property occur due to violation of this restriction, Resident(s) shall be held liable to the fullest extent of the law. Resident(s) agrees not to install additional or different locks or gates on any doors or windows, unless expressly approved by the Lessor or its Agent and installed by the Agent. In the event the Resident(s) is a victim of domestic violence, sexual assault or stalking, Resident(s) shall notify the Agent of the need to rekey and change locks, subject to a restraining order or other similar governmental order barring an individual's re-entry into the Building and Premise. Agent shall make best efforts to make such changes within seventy-two (72) hours, but the Agent, Lessor and property owner(s) shall be held harmless should the changes in locks and/or keys take longer than the designated time. In the event that the primary door lock to the Unit is not in normal working order at any time during the term thereof, and if the Resident reports such condition to Agent, then the Agent shall, within a reasonable period of time following receipt of notice from the Resident, repair or replace such lock or locks at no cost to Resident provided that Resident or Resident's guests were not responsible for the damage.

All keys shall be returned to the Agent upon termination of the lease.

Lessor and its Agent do not provide emergency lockout service without charge. In the event that Resident(s) requires emergency lockout service, the Resident(s) must contact the Agent for assistance. Resident shall be charged a Two Hundred and Fifty Dollar (\$250) fee for "lockout services" and for any additional costs related to producing new keys.

17. COMMON AREAS. Resident(s) shall enjoy full use of all Building and Ground Common Areas, but shall be subject to all rules and regulations of the Lessor and its Agent. Resident(s) shall ensure that Common Areas and the use thereof are done so in safe and intended manner, ensuring maintenance of cleanliness, as well as exhibiting common courtesy of use with other residents. Lessor or its Agent may revoke your privilege to use Common Areas at any time if, in Lessor's or its Agent's discretion, Resident(s) or an authorized occupant(s) as Resident's (s') guest(s) of the Unit, Building or Grounds misuses the Common Areas in any way or disturb the rights or comfort of other residents.

18. PARKING. Resident(s) shall utilize existing parking spaces on a first come, first serve basis. Parking spaces are not assigned and there is no expressed guarantee that parking spaces will be available. Resident(s) may not use parking spaces to store vehicles with flat tires or that are not properly registered with the DMV, uninsured, or not operable.

19. DAMAGE TO UNIT. In the event the Unit is destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Resident, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Lessor and Resident(s) up to the time of such injury or destruction of the Unit, Resident(s) paying rentals up to such date and Lessor or its Agent refunding rentals collected beyond such date. Should a portion of the Unit thereby be rendered uninhabitable, the Lessor shall have the option of either repairing such injured or damaged portion or terminating this Agreement. In the event that Lessor exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Unit, and such part so injured shall be restored by Lessor's Agent as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.

20. RIGHT OF ENTRY. The Lessor and its Agent, as well as their service vendors accompanied by Lessor or Agent, shall have the right to enter the Unit during normal business hours, to make repairs or perform exterminations, or to inspect the Unit at any time during the lease term, with 24 hours' notice in advance, giving due consideration to the Residents' right to quiet enjoyment of the property and the safety and peace of mind of the Residents' pets. In event of an immediate emergency, such as fire, leaking water pipes, or other necessary repairs requiring immediate action, Lessor, its Agent and service vendors, accompanied by Lessor or its Agent, may enter to address such immediate issues, notifying Resident as soon as reasonably possible of such requirement. Lessor, its Agent, and vendors shall make every reasonable effort in such cases to ensure the safety of Resident(s)' pets.

If the Resident(s) has given notice of termination or indicated their desire not to renew the Lease, the Lessor and its Agent may enter the unit, in the presence of one or more of the Residents or their agent, to show the Unit to prospective Residents between the hours of 8 AM and 5 PM or other mutually agreed to time not to be unreasonably denied by Resident(s) with 24 hours' advance notice. No photographs of the interior shall be taken during the term of this Lease, unless required by law or for insurance purposes.

21. SUBORDINATION OF LEASE AGREEMENT. This Agreement and Resident's (s') interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Unit by Lessor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

22. TERMINATION OF LEASE. Absent a written agreement to the contrary, Resident agrees to vacate the Unit at 10:00 a.m. on the last day of their Lease Term. "Vacate" as used in this Lease shall be defined as requiring Resident to remove all of Resident's personal property from the Unit and delivering the Unit to the Lessor in broom clean condition with no one in possession of or entitled to possession of said Unit by, under or through the Resident. It is clearly understood that move-outs after 10:00 a.m. on the termination date may result in damages to the Lessor for which the Resident may be held liable. Resident must return all keys to the Unit, including any keys to any common areas or mailboxes, to Agent by 10:00 a.m. on the last day of tenancy or lock-changing costs may be assessed to the Resident(s). Resident(s) is expected to schedule address changes with the local post office for mail forwarding. Lessor or Agent will not be responsible for handling Resident's mail after tenancy ends. Agent is available to coordinate Resident's move-out.

It is mutually understood and agreed that if the Resident fails to surrender and quit possession on effective date of Resident's notice to terminate (or if an extension was not mutually agreed to by the Parties), the Resident shall be liable to the Lessor for rent for any hold-over period in an amount equal to 150% of the rent due hereunder during the Lease Term, and any damages resulting to the Lessor from such failure to surrender and quit possession.

Resident(s) is responsible for the proper removal of all personal belongings at the termination of the Lease. At the termination of this Lease the Resident(s) shall deliver up the Unit and all

property belonging to the Lessor thoroughly free of debris, trash and any other personal belongings, cleaned and in good repair and in re-rentable order and condition; floors broom-swept and mopped or vacuumed for those rooms with carpets; cabinets, countertops, windows, window sills, walls, trim, closets, bath-tub, toilet, bath and kitchen sinks, surfaces and all fixtures cleaned using appropriate cleaning solution; trash stored in the proper receptacles or removed from the Unit entirely.

Subject to the other terms of this Lease, and notwithstanding other remedies available to Lessor or its Agent, any personal property left in or on the Unit, Building or Grounds shall be deemed abandoned and of no value. Resident(s) further covenants and agrees that if Lessor or its Agent shall remove Resident's(s') goods or effects, pursuant to the terms hereof or of any Court order, Lessor, Agent and property owner(s) shall not be liable or responsible for any loss of or damage to Resident's(s') goods or effects and the Lessor's or its Agent's act of so removing such goods or effects shall be deemed to be the act of and for the account of Resident(s), provided, however, that if the Lessor or its Agent removes the Resident's(s') goods or effects, they shall comply with all applicable laws, and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances.

23. EARLY TERMINATION. Resident(s) understands and agrees that this is a Fixed Term Lease and that any early termination by Resident(s) may cause material damages to the Lessor. In the event that Resident(s) vacates the Unit before the termination date of the Lease, Resident shall be responsible for any rent loss during the remaining term of the Lease, any brokerage or administrative fees, and any other costs associated with marketing and re-letting the Unit.

24. NOTICE OF INDICATION OF INTEREST TO RENEW LEASE . In the event the Resident(s) wish to extend or renew the lease, Residents(s) must contact Agent at least sixty (60) days in writing in advance of the lease expiration to indicate such interest. When Agent has received such indication of interest, Agent at its sole discretion, will determine if a new lease or extension, which may include different terms, will be offered to the Resident(s). Any renewal or extension shall not be valid until a new Lease Agreement has been prepared by Agent and executed by Resident and Agent.

25. REQUEST FOR MONTH-TO-MONTH TENANCY. In the event Resident(s) are uncertain of their dwelling needs, Resident(s) may request a month-to-month extension. If Agent, and at the sole discretion of the Agent, approves of Resident(s) continued tenancy and grants such an extension, the Base Monthly Rent described in Section 3 shall be increased by \$100 per month.

26. SURRENDER OF UNIT. Upon the expiration of the term hereof, Resident(s) shall surrender the Unit in as good a state and condition as they were at the commencement of this Agreement, less reasonable and normal wear and tear thereof.

27. ANIMALS AND NON-REFUNDABLE FEES. Resident(s) shall be entitled TWO pets not exceeding 75 pounds combined. Any pet other than a cat or dog (subject to restricted breed list below) shall be prohibited unless the Agent provides written approval of same at the time of execution of this Lease. Those breed restrictions allowed by law are incorporated herein, including but not necessarily limited to Akita, Bullmastiff, Chow Chow, Doberman Pinscher, German Shephard, Mastiff, Rottweiler, any breed or type of Pit Bull, Shar Pei, Staffordshire, American Staffordshire Terrier, Bull Terrier, Wolf Dog and/or any mix thereof. Prohibited pets, which include but are not limited to: all birds, reptiles, insects, fish with fish tanks, and mammals (other than cats or non-breed restricted dogs) or any other kind of pet-on or within the Unit or Building are prohibited. Presence of such animals shall be deemed a default by the Resident(s). Permitted Pets shall be maintained on a leash when allowed outside a unit. Pet waste shall be picked up using baggies and thrown in the nearest exterior trash can or pet station collection station. The Resident(s) must not allow the Pet to cause any damage to any part of the Unit or Property. The Resident(s) must not allow the pet to cause any disturbance to any of the residents in the Property or any neighbors of the Property, including but not limited to any sounds or odors caused by the pet. The Resident(s) shall be responsible for any and all property damage or individual harm caused by the pet. Any and all pet damage shall not be considered normal wear and tear. Resident(s) agrees to hold Lessor, Agent and property owner(s) harmless from all actions or claims related to individual harm that may be caused by the Pet, including reasonable legal fees. The pet must not interfere with the Lessor's or its Agent's rights to enter the Unit for any of the reasons set forth in any part of this Lease. Should the Lessor or its Agent feel that the presence of the Pet hinders its right to enter the Unit for any reason, then the Resident agrees they will remove the Pet from the Unit until such time that the Lessor or its Agent deems appropriate. Unauthorized pets shall not be permitted in the Building or in the Unit. Notwithstanding the foregoing, Agent reserves the right to prohibit any pet, including cats or dogs not on the restricted breed list, if, in the sole discretion of the Agent it would be to the benefit of the community.

Lessor shall impose a Two Hundred and Fifty Dollar (\$250 per pet) non-refundable pet fee for pet at the time of execution of the Lease or at any time Resident(s) obtains a qualified pet to be housed in the Resident's(s') Unit. Lessor or its Agent shall retain the right to impose additional charges in excess of the Pet Fee in the event of property damage to the Unit, Building or Grounds by the pet(s).

As required by law, "Assistance Animals" shall be permitted and limitations provided above may not apply. No Pet Fee shall be charged for "Assistance Animals".

The Resident(s), whether the individual disabled is a Resident, a disabled family member or a disabled guest, is the responsible party for damage done to Property or facilities by the Assistance Animal.

Unattended pets/animals will not be allowed outside of the apartment at any time. Owners must have all pets/animals under physical control (on a leash not to exceed 60" length, caged, or physically held) during all times that the pets/animals are outside the apartment.

Resident and the individual with a disability ("Handler") are solely responsible for the conduct of the Assistance Animal(s). Assistance Animals that are a direct threat to others displaying aggressive behavior (lunging, jumping on others, growling, biting, raising hackles, showing teeth, etc.) or exhibits otherwise unmanageable behavior may be reported to an agency that enforces animal control laws. Lessor or its Agent may request the Resident(s) and its Handler to remove the Assistance Animal from common areas when improper and threatening behavior happens repeatedly until significant steps to mitigate threatening behavior have been undertaken, including, but not necessarily limited to training or re-training for both the Handler and Assistance Animal.

Lessor or its Agent may require an Assistance Animal Addendum to the Lease as provided for by law.

28. QUIET ENJOYMENT. Resident(s), upon payment of all of the sums referred to herein as being payable by Resident(s) and Resident's (s') performance of all Resident's (s') agreements contained herein and Resident's (s') observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Unit for the term hereof. Resident(s) agrees that the concept of peaceful, safe and quiet enjoyment shall include, but not be limited to a moderation of noises that may disturb other residents in the Building regardless of the time of day. Resident(s) has been informed by the Lessor and its Agent that some degree of noise is common in multi-family apartment complexes.

29. INDEMNIFICATION. Lessor, Agent and property owner(s) shall not be liable for any damage or injury of or to the Resident(s), Resident's (s') family, guests, invitees, agents or employees or to any person entering or using the Unit(s), Building(s), Grounds or goods, structures or equipment on property or in apartments, and Resident(s) hereby agrees to indemnify, defend and hold Lessor, Agent and property owner(s) harmless from any and all claims or assertions of every kind and nature.

30. DEFAULT. If Resident(s) fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Lessor or its Agent, or materially fails to comply with any duties imposed on Resident's (s') by statute, within seven (7) days after delivery of written notice by Lessor or its Agent specifying the noncompliance and indicating the intention of Lessor to terminate the Agreement by reason thereof, Lessor or its Agent may terminate this Agreement. If Resident(s) fails to pay rent when due and the default continues for ten (10) days thereafter, Lessor or its Agent may, at Lessor's or its Agent's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Lessor at law or in equity in addition to immediately terminating this Agreement.

31. LATE CHARGE. In the event that any payment required to be paid by Resident(s) hereunder is not made within five (5) calendar days of when due, Resident(s) shall pay to Lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of five (5%) percent of the monthly rent or \$15, whichever is greater.

32. Brownfield Property Reuse Act. This property is subject to the Brownfields Agreement attached as Exhibit A to the Notice of Brownfields Property recorded in the _____ County land records, Book ____ Page ____."

33. ABANDONMENT. If at any time during the term of this Agreement Resident(s) abandons the Unit or any part thereof, Lessor or its Agent may, at Lessor's or its Agent's sole discretion, obtain possession of the Unit in the manner provided by law, and without becoming liable to Resident(s) for damages or for any payment of any kind whatever. Lessor may, at Lessor's or its Agent's sole discretion, sub-let the Unit, or any part thereof, for the whole 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 sub-letting, and, at Lessor's or its Agent's option, hold Resident(s) 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 Lessor by means of such sub-letting. If Lessor's or its Agent's right of reentry is exercised following abandonment of the Unit by Resident(s), then Lessor or Agent shall consider any personal property belonging to Resident(s) and left on the Unit to also have been abandoned, in which case Lessor or its Agent may dispose of all such personal property in any manner Lessor or its Agent shall deem proper and Lessor and its Agent are hereby relieved of all liability for doing so.

34. BANKRUPTCY. In the event of bankruptcy by the Resident(s) the Resident(s) agree to waive all rights provided as a result of bankruptcy as it relates to this Lease Agreement. The Resident(s) agree they shall not request in their bankruptcy filing any waiver of rents that may prevent the Lessor from taking any further action to ensure payment of the monies owed by virtue of the Lease Agreement. The Lessor or its Agent shall, at their sole discretions, have the right to enforce the terms and conditions of the Lease Agreement or cancel the lease. Should the Lessor or its Agent cancel the Lease Agreement, the Lessor shall have two weeks from the date of written notification to vacate the Unit, Building and Grounds. In the event of bankruptcy by the Resident(s), all rights of the Lessor or its Agent to file a lien shall be retained by the Lessor(s).

- 35. ATTORNEYS' AND/OR COLLECTION FEES.** Should it become necessary for Lessor or its Agent to employ an attorney and/or collection agency to enforce any of the conditions or covenants hereof, including the collection of rentals or sub metered utilities or gaining possession of the Unit, Resident(s) agrees to pay all expenses so incurred, including reasonable attorneys' fee.
- 36. RECORDING OF AGREEMENT.** Resident(s) shall not record this Agreement on the Public Records of any public office. In the event that Resident(s) shall record this Agreement, this Agreement shall, at Lessor's option, terminate immediately and Lessor and its Agent shall be entitled to all rights and remedies that it has at law or in equity.
- 37. GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of North Carolina.
- 38. SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 39. BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.
- 40. DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any affect whatsoever in determining the rights or obligations of the Lessor, its Agent or Residents.
- 41. CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 42. NONWAIVER.** No indulgence, waiver, election or nonelection by Lessor or its Agent under this Agreement shall affect Residents' duties and liabilities hereunder.
- 43. MODIFICATION.** The Parties hereby agree that this document contains the entire Agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the Parties hereto.
- 44. NON-WAIVER.** Lessor's or its Agent's failure to insist on strict compliance and performance of the terms, conditions, covenants, and agreements contained herein, or any of them individually or collectively, shall not constitute or be construed as a waiver or relinquishment of Lessor's or its Agent's rights to enforce any such terms, covenants, conditions and/or agreements and same shall continue in full force and effect. Lessor's or its Agent's endorsement, deposit of acceptance of any monthly rent payment or fee shall not constitute a waiver of Lessor's or its Agent's rights to receive full future rent payments that may be due. Resident(s) and Lessor and its Agent agree and covenant that Lessor or its Agent may endorse, deposit or otherwise accept payment from Residents with Lessor's or its Agent's full knowledge of Resident's (s') default of this Agreement without such payment operating as a waiver of any of Lessor's or its Agents legal rights, and as such, Resident(s) specifically agrees that Lessor or its Agent may endorse, deposit or otherwise accept any payment or rent without waving Lessor's or its Agent's right to declare a default of this Agreement or remedies afforded by law and equity.

IN WITNESS WHEREOF, Resident(s) and Lessor or its Agent duly execute this Agreement on the respective dates shown below. By executing this Agreement, Resident(s) acknowledges having read and agreed to all the provisions of the Agreement. Resident(s) acknowledge that Lessor or its Agent has advised Resident(s) of their rights and opportunity to have Resident's (s') legal counsel review the Agreement prior to signing and has been provided a copy of this Agreement and all, if any, Addenda. This Agreement, special terms and conditions, and all addenda or exhibits are hereby incorporated by references. This Agreement constitutes the entire Agreement between the Parties and replaces any prior written agreements. No statement(s), whether verbal or written or otherwise not contained or described in this Agreement or any statement oral or otherwise by Residents or Lessor or its Agent shall be binding unless it is in writing and signed by the Resident(s) and Lessor or its Agent after the last date of execution of this Agreement, with the exception of modifications to Lessor's Rules and Regulations.

When signed by the Resident and accepted by authorized agent, this shall constitute a rental contract.

RESIDENT(S):

- | | | | |
|----|------|-----------|------|
| 1. | Name | Signature | Date |
| 2. | Name | Signature | Date |
| 3. | Name | Signature | Date |

MANAGEMENT / AUTHORIZED AGENT:

- | | | | |
|----|------|-----------|------|
| 1. | Name | Signature | Date |
|----|------|-----------|------|

MAINTENANCE CONTACTS:

Routine Maintenance. For routine maintenance, Residents should complete a Maintenance Request Form which will be provided and drop it in the Maintenance Box which is conveniently located near the postal boxes. The Maintenance Caretaker will be on property at least every other day to pick up any maintenance requests and attend to them.

Primary Maintenance	Emergency Maintenance
Contact Number: _____	Contact Number: _____

IF THE EMERGENCY REPRESENTS A LIFE THREATENING OR IMMEDIATE HEALTH AND SAFETY ISSUE IMMEDIATELY CONTACT "911" AND THEN NOTIFY THE LESSOR'S AGENT WHOSE NUMBERS ARE PROVIDED ABOVE.

NOTICE: Any notice required or permitted under this Agreement or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Lessor or Lessor's Agent: Partnership Property Management – P.O. Box 26405 - Greensboro, NC 27404

If to Resident(s) to: _____

Lessor or its Agent and Resident(s) shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.