



**CEDAR RIDGE**  
MANAGEMENT

**North Carolina**  
**Residential Lease Agreement**  
CEDAR RIDGE MANAGEMENT, LLC

This Lease Agreement (the "Agreement") is made and entered on \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ (the "Landlord") and the following tenant(s): \_\_\_\_\_ (the "Tenant")

Subject to the terms and conditions stated below the parties agree as follows:

**1. Property.** Landlord, in consideration of the lease payments provided in this Agreement, leases to Tenant a house with \_\_\_\_\_ bedrooms and \_\_\_\_\_ bathrooms, located at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (the "Property"). No other portion of the building wherein the Property is located is included unless expressly provided for in this Agreement.

**2. Initial Term; Renewal and Termination.** This Agreement will begin on \_\_\_\_\_ (the "Start Date") and will terminate on \_\_\_\_\_ (the "Termination Date"), this period shall be known as the "Initial Term."

Either party may terminate this Agreement at the end of the Initial Term or any subsequent renewal term, other than in cases of a month-to-month tenancy, by providing written notice to the other party 60 days before the Termination Date. If Tenant wishes to renew the Agreement, Landlord shall provide a renewal offer to the Tenant within a commercially reasonable time after receiving written notice that the Tenant wishes to renew the lease agreement. If Tenant holds over and fails to vacate the premises at the end of the Initial Term or any renewal thereof, the term of this Agreement shall become a month-to-month tenancy. The rental rate during the holdover period shall be equal to 125% of the last rental rate charged under this Agreement. All other terms and conditions of this Agreement will remain in full force and effect. Either party may terminate the month-to-month lease by providing 30 days written notice to the other party. Failure to provide timely notice will result in additional rental charges equal to the period of time necessary to comply with the notice period.

**3. Management.** The Tenant is hereby notified that Cedar Ridge Management LLC is the property manager of the Property. Should the Tenant have any issues or concerns, the Tenant may contact Cedar Ridge Management LLC by one of the methods below:

**Telephone:** Office: 910-208-0325 // Carolyn: 910-208-0548 // Erika: 910-208-0805

**Email:** carolyn@cedarridgemgmt.com // erika@cedarridgemgmt.com

**Office Hours:** Monday through Friday: 9:00 AM to 4:00 PM

*\*\*For emergencies outside these hours, call/text 910-803-1569*



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**4. Rent.** Tenant will pay to Landlord rent in the amount of \$\_\_\_\_\_ (the "Rent"), payable in advance on the 1<sup>st</sup> day of each month, and is delinquent on the next day. If that day falls on a weekend or legal holiday, the rent is due on the next business day. There will be no rent increases through the initial term of the lease. Landlord may increase the rent that will be paid during any month-to-month renewal period by providing at least 30 days' written notice to Tenant.

Payments are collected by electronic transfer (EFT) through Buildium online management software. Initial "move-in funds" may be required in the form of verified funds (cashier's check, money order). Late rent payments may also be required in the form of verified funds (cashier's check, money order). Except for move-in funds, all payments by Tenant for rent or other charges made in any form other than electronic transfer (EFT) will incur a \$25 fee. Cash payments are never accepted.

Tenant agrees to submit rent payments through the above method. In the event of roommates, or another form of joint or multiple occupancy, Tenant will be responsible for collecting payment from all parties and submitting a single payment to Landlord. Rent payments for any partial month will be prorated at the rate of 1/days-in-month of the monthly rent payment per day.

**5. Security Deposit.** At the time of signing this Agreement, Tenant must pay to Landlord a security deposit in the amount of \$\_\_\_\_\_ (the "Security Deposit"). The Security Deposit will be administered in accordance with North Carolina Gen. Stat. § 42-50 et. seq. It may, in the discretion of the Landlord, be deposited in an interest-bearing account with the bank or savings institution named below. Any interest earned upon the Security Deposit will accrue for the benefit of, and will be paid to, the Landlord, or as the Landlord directs. Such interest, if any, may be withdrawn by Landlord from such account as it accrues as often as is permitted by the terms of the account.

**Bank name:** UMB Bank N.A.

**Bank address:** 1010 Grand Blvd, Kansas City, MO 64106

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 possession; (2) any damages to the Property for which the Tenant is responsible; (3) any unpaid bills which become a lien against the Property due to the Tenant's occupancy; (4) any costs of re-renting the Property after a breach of this Lease Agreement 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 the State of North Carolina. 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



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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 will provide Tenant with an interim accounting no later than 30 days after termination of the tenancy and delivery of possession of the Property to Landlord and shall provide a final accounting within 60 days after termination of the tenancy and delivery of possession of the Property to Landlord. 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.

**6. Non-Sufficient Funds.** Tenant will be charged a monetary fee of \$25.00 (or the maximum allowed by law, pursuant to North Carolina Gen. Stat. § 25-3-506) as reimbursement of the expenses incurred by Landlord for each check that is returned to Landlord for lack of sufficient funds. In addition, a check returned due to insufficient funds will be subject to any and all late payments provisions included in this Agreement (if any). All charges will be immediately due from Tenant and failure to make immediate payment will constitute a default under the terms of this Agreement. Electronic payments (EFT) via the Buildium Resident Portal that are reversed due to insufficient funds are also subject to this regulation and associated fees.

Landlord reserves the right to demand future payments by cashier's check, money order or certified funds on all future payments in the event of a check returned or EFT reversed for insufficient funds. Nothing in this paragraph limits other remedies available to the Landlord as a payee of a dishonored check or reversed EFT. Landlord and Tenant agree that three (3) returned checks and/or reversed EFTs in any 12-month period constitutes frequent return of checks due to insufficient funds and may be considered a just cause for eviction.

**7. Late Payments.** In the event that any payment required to be paid hereunder by Tenant is not made within five (5) days of when due, Tenant will pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of \$\_\_\_\_\_. The late fee will be due immediately without demand therefore and will be added to and paid with the late rental payment. This is in accordance with North Carolina Gen. Stat. § 42-26.

**8. Failure to Pay.** Tenant is hereby notified that a negative credit report reflecting on Tenant's credit history may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of their credit obligations, such as their financial obligations under the terms of this Agreement.

**9. Tenant Obligations.** Unless otherwise agreed upon, the Tenant shall:



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- (a) Conduct himself and require all guests to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Property.
- (b) Not use the Property for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance
- (c) Not engage in, or permit any household members or guests to engage in, criminal activity on or in the immediate vicinity of any portion of the Property
- (d) Comply with any and all obligations imposed upon Tenant by applicable building and housing codes
- (e) Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse
- (f) Use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as part of the Property
- (g) Not deliberately OR negligently destroy, deface, damage or remove any portion of the Property, whether inside or outside any dwelling unit, or permit any other person, or pets, to do so
- (h) Be responsible for all damage, defacement, or removal of any property inside a dwelling unit in the Tenant's exclusive control (including but not limited to all appliances and fixtures) unless the damage was due to ordinary wear and tear, natural forces, or acts of the Landlord or Landlord's agent.

**10. Payment for Repair of Damages.** Tenant agrees to pay for the cost of repairing any damage caused by Tenant, Tenant's guests, or pets or animals, for which Tenant is responsible upon receipt of Landlord's demand, and to pay Rent during the period the Property may or may not be habitable as a result of such damage. Such damage may include but is not limited to window panes, shutters, or screens damaged by Tenant, filthy appliances, floors or fixtures, stains on carpet, drywall damage, unauthorized paint colors, as well as lawn or shrubbery damage, etc. Landlord or Landlord's agent may require the payment for such repairs be paid to Landlord, to manager, or to a vendor directly, via written notice and at Landlord's discretion.

**9. Occupants.** The only persons who may live on the Property during the term of this Agreement are:

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Tenant may have guests on the Property for not over 14 consecutive days or 28 days in a calendar year, and no more than two guests per bedroom at any one time. Persons staying more than 14 consecutive days or more than 28 days in any calendar year will NOT be considered original occupants of the Property. Tenant must obtain the prior written approval of Landlord if an invitee of Tenant will be present at the Property for more than 14 consecutive days or 28 days in a calendar year. Tenant shall be subject to a fine of \$500/person for any violation of this paragraph, and Tenant agrees to pay any such fine upon receipt of Landlord's demand therefore.



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**10. Possession.** Tenant will be entitled to possession of the Property on the first day of the term of this Agreement, and will yield possession to Landlord on the last day of the term of this Agreement, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant will remove its goods and effects and peaceably yield up the Property to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**11. Use of Property/Absences.** Tenant will occupy and use the Property as a full-time residential dwelling unit. Tenant will notify Landlord of any anticipated extended absence from the Property not later than the first day of the extended absence.

A Property will be considered as “abandoned” if the Tenant vacates the Property without notifying the Landlord. If the Property is found to be abandoned, the Tenant surrenders all claim to personal property left behind and this Agreement shall terminate upon the date the Property is found abandoned. Abandonment of the Property shall not relieve the Tenant of any of its obligations under this Agreement, including, but not limited, liability for unpaid rent and damages.

No retail, commercial or professional use of the Property is allowed unless the Tenant receives prior written consent of the Landlord and such use conforms to applicable zoning laws. In such case, Landlord may require Tenant to obtain liability insurance for the benefit of Landlord. Landlord reserves the right to refuse to consent to such use in its sole and absolute discretion.

The failure to abide by the provisions of this section will constitute a material breach of this Agreement and is a just cause for eviction.

**12. Appliances.** The following appliances will be provided by Landlord:

- |        |              |    |                              |
|--------|--------------|----|------------------------------|
| _____: | Stove/Oven   | __ | Owner will not maintain unit |
| _____: | Refrigerator | __ | Owner will not maintain unit |
| _____: | Dishwasher   | __ | Owner will not maintain unit |
| _____: | Microwave    | __ | Owner will not maintain unit |
| _____: | Washer       | __ | Owner will not maintain unit |
| _____: | Dryer        | __ | Owner will not maintain unit |
| _____: | Other        | __ | Owner will not maintain unit |

Tenant will return all such items at the end of the term in a condition as good as existed at the beginning of the lease term, normal wear and tear excepted.

**13. Storage.** Tenant will be allowed use of the following additional storage:

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Tenant will store only personal property Tenant owns, and will not store property claimed by another or in which another has any right, title or interest. Tenant will not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances. Landlord will not be liable for loss of, or damage to, such stored items.

**14. Parking.** Tenant is permitted parking as follows:

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The assigned parking is to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks. Tenant will park in assigned space(s) only. Parking space(s) must be kept clean at all times. Vehicles leaking oil, gas, or other motor vehicle fluids will not be parked on the Property. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Property.

**15. Roof/Fire Escapes.** Use of the roof and/or the fire escapes by Tenants and/or guests is limited to emergency use only. No other use is permitted, including but not limited to, the placement of personal property.

**16. Pets.** No pets, dogs, cats, birds or other animals are allowed on or about the Property, without Landlord's prior written consent, excepting guide, service, or signal dogs. Strays must not be kept or fed in or around the Property. If a pet has been on or allowed on the Property, even temporarily (with or without the Landlord's permission) Tenant may be charged for cleaning, de-fleaing, deodorizing, shampooing, or replacing any portion of the Property. If a pet has been allowed on the Property, even temporarily, (without the Landlord's permission) Tenant will be charged a \$500 inspection fee and an additional \$50 per day until the pet is removed.

**17. Keys and Locks.** Tenant will be given a set number of keys for the Property. If all keys are not returned to Landlord following termination of the Agreement, Tenant will be charged a monetary fee to replace the keys. If a security deposit was collected by the Landlord at the time of signing this Agreement, then such amount will be subtracted from the Security Deposit. Tenant is not permitted to change any lock or place additional locking devices on any door or window of the Property without Landlord's approval prior to installation. If allowed, Tenant must provide Landlord with keys to any changed lock immediately upon installation.

**18. Smoking.** Smoking is prohibited in any area in or on the Property, both private and common, whether enclosed or outdoors. This policy applies to all owners, tenants, guests, employees, and servicepersons. The Tenant will be liable for any damages caused to the Property due to Tenant or Tenant's visitors or guests smoking in or on the Property. Any violation of this policy will be seen as a breach of this Agreement and Landlord will be entitled to all remedies allowable by law including eviction.



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**19. Smoke and Carbon Monoxide Detectors.** Pursuant to North Carolina Gen. Stat. § 42-42 and 42-43, Landlord will provide and install operable smoke detectors, either battery-operated or electrical, having an Underwriters Laboratories, Inc., listing or other equivalent national testing laboratory approval. Effective January 1, 2010, if the Property has a fossil-fuel burning heater or appliance, fireplace, or an attached garage, the Landlord will provide and install a minimum of one operable carbon monoxide detector per level in the Property, either battery operated or electrical, that is listed by a national, OSHA-approved testing laboratory. The Tenant will notify the Landlord, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide detector. The Landlord will replace or repair the smoke or carbon monoxide detector within 15 days of receipt of notification if the Landlord is notified of needed replacement or repairs in writing by the Tenant. The Landlord will ensure that a smoke or carbon monoxide detector is operable and in good repair at the beginning of the Initial Term of the Tenancy. The Landlord will place new batteries in any battery-operated smoke or carbon monoxide detectors at the beginning of the Initial Term of the tenancy; the Tenant will replace the batteries as needed during the tenancy.

**20. Maintenance and Repairs.** Except in an emergency, all maintenance and repair requests must be made in writing (via the Buildium Resident Center) and delivered to the property manager. If Tenant is delinquent in rent at the time a repair notice is given, Landlord is not obligated to make the repair unless otherwise required to do so under North Carolina Gen. Stat. § 42-42. A repair request will be deemed permission for the Landlord or property manager to enter the Property to perform such maintenance or repairs in accordance with this Agreement unless otherwise specifically requested, in writing, by Tenant. Tenant may not place any unreasonable restrictions upon Landlord or property manager's access or entry. If Tenant denies entry or will not respond to entry requests, Landlord may, with 24 hours' notice to Tenant, enter Property with or without vendor to address repairs. Landlord and property manager will have expectation that the Property is in a safe and habitable condition upon entry.

If Tenant misses a scheduled appointment with a vendor at the Property, or if Tenant denies access to a vendor who arrives at the Property to complete a repair, Tenant will be responsible for any trip charges from the vendor. Tenant may also be charged a missed appointment fee, at the discretion of the Landlord.

Landlord will have the responsibility to maintain the Property in good repair at all times and perform all repairs necessary to satisfy any implied warranty of habitability, except that Tenant will be responsible for the following:

- **Yard & Lawn Care:** Tenant is responsible for lawn/yard maintenance and snow removal. Such maintenance shall include, without limitation, mowing, watering, edging and pruning of trees, shrubs and bushes, and Tenant shall at all times keep the lawn/yard of the Premises well maintained and in good condition. If Tenant is responsible for snow removal, Tenant shall promptly remove snow and ice from the sidewalks and walkways serving the Premises.



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- **Gutters:** Tenant is required to keep gutters and downspouts clear of debris (leaves, sticks, pine needles, branches, etc) throughout the duration of the lease.

- **Plumbing:** Tenant shall be held responsible for all costs related to Landlord's repair or maintenance of any plumbing stoppage or slow-down caused by Tenant, whether accidental or purposeful. Tenant agrees not to place into any drain lines non-approved substances such as cooking grease, sanitary napkins, tampons, diapers, children's toys or other similar objects that may cause a stoppage. Tenant also agrees to minimize hair buildup in tub drains through regular removal of hair and use of a drain catch. Tenant shall notify Landlord of any plumbing leak or slow drainage within 24 hours to avoid additional charges. Landlord shall use all reasonable efforts to remedy the plumbing problem. Tenant shall only use a plunger to attempt to fix a slow or stopped drain, and not pour chemical or other drain cleaners (including Drano) into any stopped or slow drains. Tenant shall also be responsible for any plumbing system freeze-ups occasioned by Tenant's negligence.

- **Air Filters:** (See Resident Benefits Package Addendum for more details.) Tenant shall be held responsible for replacing any air filters in the home every 60 days during all months in which the air conditioning unit is running.

- **Light Bulbs:** During the tenancy, Tenant shall be responsible for replacing lightbulbs. Landlord shall change lightbulbs as needed before Tenant takes occupancy of the home.

- **Sliding Doors:** Tenant is required to keep any sliding door tracks clean (of dirt, water, and sludge buildup) throughout the duration of the lease to ensure proper functioning of doors.

- **Pest Control:** Pest control, after the first thirty days of the term of this Lease, shall be the sole responsibility of the Tenant, including reasonable prevention and remediation. Landlord agrees to present home free of pests upon beginning of the lease. Tenant has 30 days upon beginning of lease to notify Landlord of pest issues.

- **General Cleaning:** Tenant shall be responsible for maintaining the overall cleanliness of the Property on a regular basis, and correcting any reasonable issues brought forth by Landlord during inspections.

**21. Utilities and Services.** Tenant will pay directly for all utilities, services, and charges provided to the Property, including any and all deposits required, unless noted below:

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**22. Taxes.** Landlord shall pay all ad valorem taxes due and payable on the demised premises by all governmental taxing authorities. Tenant shall also pay all ad valorem taxes that may be due and payable to the governmental taxing authorities on his or her personal property, equipment, and fixtures placed and located within the demised premises.





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**23. Automatic Forfeiture.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 10 days (or any other obligation within 10 days) after written notice from Landlord, Tenant shall be deemed to have forfeited the Lease, and Landlord shall have the right to initiate eviction proceedings against Tenant without further notice and without prejudicing Landlord's rights to damages. Acceptance by Landlord of previously due rent payments does not constitute waiver of Landlord's rights under this provision.

**24. Military Termination.** In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Property is located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant will also provide to the Landlord a copy of the official orders or a letter signed by the Tenant's commanding officer, reflecting the change, which warrants termination under this provision. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the Tenant, provided there are no damages to the Property.

If a member of the Armed Forces of the United States dies while on active duty, then an immediate family member, or a lawful representative of the member's estate, may terminate the member's rental agreement for a dwelling unit by providing the landlord with a written notice of termination. A copy of the death certificate, official military personnel casualty report, or letter from the commanding officer verifying the member's death must accompany the notice. Termination of the member's lease obligations under this subsection shall also terminate the lease obligations of any co-tenants who are immediate family members. If the member was a cotenant with a person who is not an immediate family member, then the termination shall relate only to the obligation of the member under the rental agreement.

Under no circumstances will you be released from the terms of this Agreement for the purpose of occupying base housing prior to the expiration of the lease.

**25. Condition of Property.** Tenant stipulates, represents and warrants that Tenant has examined the Property, and that they are at the time of this Agreement in good order, repair, and in a safe, clean and tenantable condition.

**26. Alterations and Improvements.** Tenant will make no alterations to the buildings or improvements to the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant will, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Agreement.



**27. Hazardous Materials.** Tenant will not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

**28. Damage to Property.** If the Property is damaged or destroyed as to render it uninhabitable, then either Landlord or Tenant will have the right to terminate this Agreement as of the date on which such damage occurs, through written notice to the other party to be given within 20 days of occurrence of such damage. However, if such damage should occur as the result of the conduct or negligence of Tenants or Tenants' guests or invitees, Landlord will have the right to termination and Tenants will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

**29. Landlord Access to Property.** Landlord and Landlord's agents will have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Property for the purpose of inspecting the Property and all buildings and improvements thereon. Tenant will make the Property available to Landlord or Landlord's agents for the purposes of making repairs or improvements, or to supply agreed services or show the Property to prospective buyers or tenants, or in case of emergency. Except in case of emergency, Landlord will give Tenant reasonable notice of intent to enter. For these purposes, twenty-four (24) hour written notice will be deemed reasonable.

**30. Indemnity Regarding Use of Property.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Property, except Landlord's act or negligence. Tenant hereby expressly releases Landlord and/or agent from any and all liability for loss or damage to Tenant's property or effects whether on the Property, garage, storerooms or any other location in or about the Property, arising out of any cause whatsoever, including but not limited to rain, plumbing leakage, fire or theft, except in the case that such damage has been adjudged to be the result of the gross negligence of Landlord, Landlord's employees, heirs, successors, assignees and/or agents.

**31. Accommodation.** Landlord agrees to and is committed to complying with all applicable laws providing equal housing opportunities. To ensure compliance, Landlord will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or a tenant, unless undue hardship would result. It is the applicant or tenant's responsibility to make Landlord aware of any required accommodation. In writing, the individual with the disability should specify the nature and effect of the disability and any accommodation he or she needs. If after thoughtful consideration and evaluation, the accommodation is reasonable and will not impose an undue hardship, Landlord



will make the accommodation. Landlord reserves the right to require appropriate medical verification of the disability.

Service Animal:

Emotional Support Animal:

**32. Compliance with Regulations.** Tenant will promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant will not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**33. Mechanics Liens.** Neither Tenant nor anyone claiming through the Tenant will have the right to file mechanics liens or any other kind of lien on the Property and the filing of this Agreement constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Property free of all liens resulting from construction done by or for the Tenant.

**34. Subordination of Lease.** This Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Property.

**35. Assignment and Subletting.** Tenant may not assign or sublease any interest in the Property, nor assign, mortgage or pledge this Agreement. This is a blanket prohibition, meaning no replacement tenant(s) will be permitted and no additional tenant or occupant will be allowed on the Property even if a Tenant leaves the Property. This prohibition applies to each and every term of this Agreement in regard to space leased to Tenant. Any waiver of this prohibition must be secured from the Landlord in writing. In the event the prohibition is invalidated or lifted, Tenant, Landlord and any subtenant or assignee agrees to be bound by each and every provision contained in this Agreement.

**36. Additional Provisions; Disclosures.**

Inspections: Management will conduct regular, scheduled walk-through inspections of the property and residence every 6 months. Management will notify Tenant at least 7 days prior to inspection.

Lock-outs: If you should lock yourself out of your home, and this occurs during our normal office hours, contact CRM to see if your manager is available to meet you at your home. If no one is available, and/or if the lock-out occurs outside of normal business hours, Tenant is responsible for contacting, arranging, and paying for a lockout service. Landlord is not responsible for any costs associated with such lockout services.



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**Liability and Renter's Insurance:** (See Resident Benefits Package Addendum for more details.) Tenant understands and agrees that Landlord has no obligation to obtain insurance for Tenant including, but not limited to, liability, hazard, or contents insurance. Tenant shall, at Tenant's sole cost and expense, obtain renter's insurance covering the full value of all personal property of Tenant in the Premises, and providing liability coverage to Tenant in an amount not less than \$100,000.00, which policy shall name Landlord as an additional insured. Tenant shall maintain such renter's insurance at all times during the term of this Lease. Tenant shall provide a certificate of insurance to Landlord demonstrating that Tenant has procured the required insurance coverage, within ten (10) days after the commencement of the term of this Lease and within ten (10) after any renewal or change in such insurance coverage. If Tenant fails to procure the required insurance, allows such insurance to be canceled or to lapse, or fails to timely provide the required certificates of insurance, the same shall be a default of this Lease. In addition to the foregoing, Tenant acknowledges that if Tenant fails to obtain and maintain renter's insurance, Tenant alone shall bear the consequences of the loss or damage to Tenant's personal property.

**Move-Out Cleaning Crew:** At move-in, Landlord agrees to present the Property to Tenant in thoroughly clean condition. Upon moving out of the property at the end of the lease, Tenant agrees to present the Property equally clean at the time of returning the keys to Landlord. To ensure this, it is highly recommended that the Tenant hire a professional cleaning crew. Tenant may choose to personally deep-clean the Property, and this will be accepted if cleanliness passes Landlord's inspection. If Property does not pass Landlord's inspection for cleanliness, Landlord will hire a professional cleaning crew and withhold the cost of service from Tenant's Security Deposit.

**37. Notice.** Tenant agrees and consents to receiving notice under this Agreement by electronic or digital means, such as email, text message, or other messaging service. Notice addresses, whether physical or electronic/digital, may be changed from time to time by either party by providing written notice as set forth below. If notice is sent by mail, postage prepaid, addressed to the party at the appropriate address set forth below, it will be deemed received on the third day after posting. Tenant will be charged a \$75 "posting fee" any time the Landlord delivers a Notice.

**38. Tenant's Breach:**

**(a) Events Constituting Breach:** It shall constitute a breach of this Agreement if Tenant fails to pay the full amount of rent herein reserved as and when it shall become due; or perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure shall continue for a period of five (5) days from the date the Landlord provides Tenant with written notice of such failure.

In either of such events and as often as either of them may occur, the Landlord, in addition to all other rights and remedies provided by law, may, at its option and with or without notice to Tenant, either terminate this lease or terminate the Tenant's right to possession of the Property without terminating this lease.



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**(b) Landlord's Right to Possession:** Regardless of whether Landlord terminates this lease or only terminates the Tenant's right of possession, Landlord shall be immediately entitled to possession of the Property and the Tenant shall peacefully surrender possession of the Property to Landlord immediately upon Landlord's demand. In the event Tenant shall fail or refuse to surrender possession of the Property, Landlord shall, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the Property only through a summary ejectment proceeding.

**(c) Acceptance of Partial Rent:** Tenant acknowledges and understands that Landlord's acceptance of partial rent or partial housing subsidy will not waive Tenant's breach of this Agreement or limit Landlord's right to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rent or partial housing subsidy.

**(d) Termination of Lease:** In the event Landlord terminates this 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, including but not limited to damages for Tenant's continued occupancy of the Property following the Landlord's termination.

**(e) Early Termination:** During the term of the Agreement, Tenant shall have the option to terminate the remaining responsibility for rent due for the balance of the lease term by providing Landlord with written notice of not less than thirty (30) days, along with payment of an early termination fee equal to **TWO (2) MONTH'S RENT**. The Agreement will be considered terminated upon Landlord's receipt of proper written notice (signed by all Tenants) and payment of the early termination fee *as well as* all rent and other charges due through the date of the Tenant's vacating the Property. If Tenant fails to timely vacate, pay the early termination fee, or pay any other charges due through date of vacating, the attempted early termination permitted by this provision shall be deemed void, and the other provisions of this Agreement shall apply.

**(f) Transfer of Responsibility:** During the term of the Agreement, if one or more of multiple Tenants on the lease request to terminate their interest in the lease and vacate the Property, Landlord has sole discretion to approve or deny this request. If approved, the Security Deposit outlined in the Agreement will remain in full with the remaining Tenant(s) and Agreement. The Deposit will not be partially refunded to any vacating Tenant(s). Each Tenant will be charged a fee of \$150 for terminating their interest in the Agreement. All Tenants to the original Agreement shall be responsible for paying this fee. Any Tenant(s) terminating his or her interest in the Agreement shall remain responsible for any monetary balance that is due or otherwise becomes due throughout the duration of the Agreement, including any balance incurred after Tenant(s) vacates the Property.

Landlord has full discretion to 1) Allow the remaining Tenant(s) to continue with full responsibility for the Agreement, or 2) Require that Tenant(s) present to Landlord a replacement Tenant(s) for qualification. All replacement Tenant(s) must be screened and approved by Landlord. A fee of \$250 will be charged for any Tenant added to the Agreement after its original date of execution.



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**(g) Termination of Tenant's Right of Possession:** In the event Landlord terminates the Tenant's right of possession without terminating this lease, Tenant shall remain liable for the full performance of all the covenants hereof, and Landlord shall use reasonable efforts to re-let the Property on Tenant's behalf. Any such rentals reserved from such re-letting shall be applied first to the costs of re-letting the Property and then to the rentals due hereunder. In the event the rentals from such re-letting are insufficient to pay 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.

**39. Attorney's Fees.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Property, Tenant agrees to pay all expenses incurred, including a reasonable attorneys' fee.

**40. Governing Law.** This Agreement will be governed, construed and interpreted by, through and under the Laws of the State of North Carolina.

**41. Waiver and Severability.** The failure of either party to enforce any provisions of this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. If any provision of this Agreement or the application thereof will, 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 will be affected thereby, but instead will be enforced to the maximum extent permitted by law.

**42. Time of Essence.** Time is of the essence with respect to the execution of this Lease Agreement.

**43. Estoppel Certificate.** Tenant will execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within three (3) days after its receipt. Failure to comply with this requirement will be deemed Tenant's acknowledgment that the estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

**44. Entire Agreement.** This document constitutes the entire Agreement between the Tenant and Landlord. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Landlord nor Tenant have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Tenant or its guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenants and procedures as required by law.

**45. Application.** Tenant represents and warrants that all statements in Tenant's rental application are accurate. Any misrepresentations will be considered a material breach of this Agreement and



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may subject Tenant to eviction. Tenant authorizes Landlord and any broker to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord reserves the right to terminate this Agreement (i) before occupancy begins, (ii) upon disapproval of the credit report(s), or (iii) at any time, upon discovering that information in Tenant's application is false.

**46. Binding Effect.** The provisions of this Agreement will be binding upon and inure to the benefit of parties and their respective legal representatives, successors and assigns.

**47. Any additional notes agreed upon by all parties (insert N/A if not applicable):**

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**Landlord:**

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**Property Manager:**

Cedar Ridge Management LLC  
325 Sound Rd, Suite 201  
Holly Ridge, NC 28445

**Tenant:**

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\_\_\_\_\_ : *last address of record*

Such addresses may be changed from time to time by any party by providing notice as set forth above.



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**Receipt of Money Paid**

Tenant has paid the following, and such exchange is hereby acknowledged by Landlord:

	<b>Amount</b>	<b>Landlord</b>
<b>Security Deposit:</b>	\$	
<b>Prorated Rent</b> Dates:	\$	
<b>Prepaid Rent</b> Dates:	\$	
<b>Resident Benefits Package:</b>	\$	
<b>Other Charges or Deposits</b>	—	
1.	\$	
2.	\$	
<b>Total Charges Received:</b>	\$	

**IN WITNESS WHEREOF**, the Landlord and Tenant have executed this Agreement in the manner prescribed by law as of the Effective Date.

**Landlord:** \_\_\_\_\_

By:

\_\_\_\_\_  
Agent, Cedar Ridge Management LLC

Date:

**Tenant(s):**

\_\_\_\_\_

Date:

\_\_\_\_\_(tenant name(s), print)  
\_\_\_\_\_(email(s))  
\_\_\_\_\_(phone number(s))