

**Residential Rental Agreement (“Contract”) between
R&Y Real Property Group LLC (“Agent”)**

and

(“Tenants”)
(in the following: “Residents”)

Dear Resident,

R&Y Real Property Group (R&Y RPG) LLC would like to congratulate you for choosing to rent the property located at _____, **Charlotte, NC _____**. You have passed our rigorous approval process and thus we are looking forward to serving you as a new 3-Star-Resident at your new home for the next years. We reward long term-residents by giving them the designation of “3-Star-Residents” and provide them a choice of anniversary gifts each anniversary date for those who continue to stay with us. Please review the following steps to ensure the transition to your new home is as smooth as possible.

I. Lease, Payment & other Information

1. In order for you to secure the property, the lease must be signed and returned within 48 hours.
2. The (non-refundable but creditable) one-time Administration Fee of \$ 200 was due at the time of signing the lease agreement (credit card, Paypal, no personal checks).
3. The Remaining Rent of \$ 1,150 (1350 – 200) for the first month (____ 1st to ____ 31th) is due at lease signing (www.Cozy.co remittance, no personal checks).
5. The (refundable) one-time Security Deposit of \$ 1,950 is due by move in (credit card, Paypal, Cozy remittance, no personal checks).
6. The (non-refundable) one-time pet fee of \$ 300 for the first pet, \$ 200 for the second pet is due by move-in (credit card, Paypal) if any. ____ pets will move in. **Initial Resident _____**.
7. On _____ 1th, 2017, your \$ X.- pro-rated rent for the month _____ is due. After that, regular due date for all full lease payments of _____.- is the first working day of the month. The last month’s rent is again pro-rated in the amount of \$ _____.-
8. Keys to the property will handed over at the property on May 15th 2017 at 9:00. At that time, there will be a walk-through through the townhome (see III. 3.).
9. If you have already renter’s insurance, please send us the declaration page as well as the full agreement by e-mail to office@ry-realpropertygroup.com. If you decided to take the discounted renter’s insurance from our trusted provider, no further action is necessary.
10. The Homeowners’ Association Rules and Regulations that govern this property are attached.

48 Hour Signing Requirement: The property will be placed back on the market and your \$ 200 administration fee will be forfeited if the lease is not signed and returned within 48 hours of approval.

Initials: _____

II. Utilities

1. Please make sure you have contacted all utility companies which service the property to request service in your name effective on your move in date.
2. Resident agrees not to permit any utilities that they are responsible for to be discontinued or cut off; this includes being responsible for maintain electrical in

service and in their name during the entire time of the tenancy. If service is interrupted for non-payment, this is a violation of the lease agreement and grounds for termination.

III. Upgrades

I. The following upgrades were requested on your application, have been approved, and will be completed prior to your move in date:

- a. **NONE**
- b.
- c.

2. The following upgrades will be made after occupancy:

- a. **NONE**
- b.
- c.

3. At move in, the **Move In Inspection Form** has to be completed to note any preexisting damage to the property when you take possession. The form will be placed in your file to note any preexisting damage for which you will not be held responsible when you vacate. **This form is NOT to be used to request repairs.**

If not requested, approved, and listed in the III. Upgrade Section 1 or 2 above, you will take possession of the property “AS IS” when you move in. Unless specifically noted above, no additional cleaning, painting, repairs, cosmetic alterations or other upgrades will be completed. Once you take occupancy, repair requests need to be submitted to maintenance as detailed in the Safety and Maintenance Addendum to this Lease.

The staff of R&Y RPG LLC would like to welcome you to your new rental property. We look forward to serving you now and in the future.

Initials: _____

R&Y Real Property Group LLC

9805 Statesville Rd, # 4002, Charlotte, 28269

RESIDENTIAL RENTAL CONTRACT

Tenant(s): _____ ("Residents")

Real Estate Management Firm: R&Y Real Property Group LLC, 9805 Statesville Rd, # 4002, Charlotte, 28269

("Agent" for "Owner/Landlord")

Premises: City: Charlotte. County: Mecklenburg. State of North Carolina. Street Address: _____ Lane. Zip Code: 28210.

Initial Term: Beginning Date of Lease: _____ 20__

Ending Date of Lease: _____, 20__.

Rent if payment period
monthly: \$ 1,500.

Rent if payment period (under consideration of discount for timely payment)
monthly: \$ 1,350.

Initials: _____

Late Payment Fee: \$ 15.00 or 5 % of rental payment, whichever is greater. In your case, this is **\$ 225.**
(State law provides that the late fee may not exceed \$ 15.00 or five percent [5%] of the rental payment, whichever is greater.)

Security Deposit: \$ **1,950** to be deposited with Agent by Cozy Remittance – no personal check will be accepted.

Location Deposit: First Citizens Bank, NC, 1510 John J. Delaney Drive, Charlotte, NC 28277. Account No. 000131729301 – Routing No. 053100300.

Fees for complaint for Summary Ejectment and/or Money Owed (see paragraph 17)
(Agent may charge and and retain only one of the following fees in addition to any court costs):

- Complaint--filing fee: \$ 15.00 or 5 % of rental payment, whichever is greater (State Law: Fee may not exceed \$15.00 or five percent [5%] of the rental payment, whichever is greater). In your case, this is **\$ 225.**
- Court appearance fee: 10 % of rental payment (State Law: Fee may not exceed ten percent [10%] of the rental payment). In your case, this is **\$ 135.**
- Second trial fee: 12 % of rental payment (Fee may not exceed twelve percent [12%] of the rental payment.): **\$ 162.**

Permitted occupants (in addition to Resident[s]): None.

Contact person in event of death or emergency of Resident (name and contact information): _____ (optional).

In consideration of the promises contained in this Agreement, Agent, authorized by Owner, hereby agrees to lease the Premises to Resident(s) on the following terms and conditions:

Initials: _____

I. Lease Term, Termination, Early Release Fee, Automatic Renewal and Month-to-Month Tenancy

The Lease Term will start on the Beginning Date and end on the Anniversary Date. The term of this lease will automatically renew for an additional period of one year. Either party may avoid renewal and thus terminates the tenancy at the expiration of the annual term by giving written notice to the other by at least **60** days prior to the expiration date of the annual term. The Agent may change any of the terms of this effective as of any anniversary date by giving Resident written notice of the new terms at least 60 days before an anniversary date. If Resident fails to terminate Lease prior to end of an annual Term, Resident agrees to accept all new or changed items.

Written Notice means Certified Mail or personal written acknowledgment. If either party cannot produce a Certified Mail Receipt or personal written acknowledgment, no valid termination is given. A verbal notice is not acceptable or sufficient under any circumstances. Resident is responsible for obtaining written acknowledgement from Agent that termination notice has been received.

Month-to-Month Tenancy: At the beginning of any new rental term, Resident can avoid automatic renewal of the annual Lease term and instead choose a Month-to-Month Tenancy upon the same terms and conditions contained herein (but for the lease amount, see below) and may thereafter be terminated by either Agent or Resident giving the other **60** days written notice prior to the last day of the then current period of the tenancy. (Example: Assume tenancy is a calendar month-to-month tenancy as in your case and 60 days advance written notice of termination is required. Resident desires to terminate lease at the end of the May period of the tenancy. Resident would be required to give Agent written notice no later than March 31st. If the written notice of termination were to be given to the Agent on the 10th of April, the notice would be effective to terminate the lease at the end of June rather than the end of May, since the monthly periods of the tenancy expire on the last day of the month and the notice was not given 60 days prior to the end of May.)

Written Notice means Certified Mail or personal written acknowledgment. If either party cannot produce a Certified Mail Receipt or personal written acknowledgment, no valid termination is given. A verbal notice is not acceptable or sufficient under any circumstances. Resident is responsible for obtaining written acknowledgement from Agent that termination notice has been received.

In case of a month-to-month tenancy, the lease amount doubles.

Early Release Fee (Break Lease Option): The Resident acknowledges that he/she is legally liable for all payments under the lease even if he/she moves out of the property before the annual renewal term kicks in unless than § 42-45 General Statutes of North Carolina (G.S.), § 42-45 G.S., § 42-45.1 G.S. and § 42-45.2 G.S. apply or the property is sold to a different Owner. Initial

If the Resident terminates the lease other than for § 42-45 General Statutes of North Carolina (G.S.), § 42-45 G.S., § 42-45.1 G.S. and § 42-45.2 G.S. and a change of ownership (sale), an Early Release Fee will be charged. If the 60 days written notice is observed, the Early Release Fee is two months rent if the lease is not terminated between October to February of a year. If the Lease is terminated during these months, the Early Release Fee is three months rent. If the 60 days written notice period is not observed, the rent for the rest of lease term is due immediately upon notice received by the Agent, at the latest at moving out is.

- 2. Rent, Due Date:** Resident has to pay the Rent, without notice, demand or deduction, to the Agent. The first Rent payment is a full month rent (if the Initial Term commences on a day other than the first day of the Payment Period, the second month's rent will be prorated if monthly payments are selected. If another payment schedule [biweekly or weekly] is selected, either the same applies to the next payment or it is waived) will be due on (date of Lease signing). Thereafter, all rentals have to be paid in advance on or before the first day of each subsequent Payment Period for the duration of the tenancy ("Due Date") at designated bank above. **Do not mail any payment to any address.** All payments must be directly deposited through the automatic worry-free rent draft payment method through Cozy.co at

no cost to residents. Agent requires all rent payments to be made electronically. Personal checks will be never accepted as payment.

- 3. Late Payment Fees and Returned Check Fee:** Resident has to pay the Late Payment Fee if any rental payment is five (5) days or more late not received by the Due Date. This late payment fee will be due immediately without demand therefor and will be added to and paid with the late rental payment. Agent requires all payments to be made by Credit Card, Paypal or Cozy.co. Personal checks will be never accepted as payment. Please note: Agent may apply any payments received to any obligations owed by Resident, which normally means first toward any past due charges or fees, then rent. Acceptance of late rental payments without billing for late fee does not relieve the Resident from further obligatory payment for late fee. **Agent may terminate this lease if Resident pays rent Chronically Late.** Chronically Late is defined as paying rent after the due date two or more times. Rental rates are kept the same for those who always pay on time for the agreed annual Lease Term.

The acceptance of a partial rent payment by Agent does not waive the Resident's breach for which the right of reentry was reserved, and the Agent's exercise of such a provision does not constitute a violation of Chapter 75 of the General Statutes. The acceptance of a partial rent payment does not prevent Agent from initiating an Ejectment proceeding.

- 4. Resident Security Deposit:** The Security Deposit will be administered in accordance with the North Carolina Resident Security Deposit Act (N.C.G.S. § 42-50 et. seq.). It may, in the discretion of the agent, be deposited in an interest-bearing account with the bank or savings institution named above. Any interest earned upon the Resident security deposit will accrue for the benefit of, and will be paid to, the agent. Such interest, if any, may be withdrawn by agent from such account as it accrues as often as is permitted by the terms of the account.

If there is more than one person listed above as Resident, Agent may, in Agent's discretion, pay said balance to any such person, and the other person(s) agree to hold Agent harmless for such action. If the Resident's address is unknown to the Agent, the Agent may deduct the above amounts and will then hold the balance of the Resident Security Deposit for the Resident's collection for a six-month period beginning upon the termination of the tenancy and delivery of possession by the Resident. If the Resident fails to make demand for the balance of the Resident Security Deposit within the six-month period, the Agent will not thereafter be liable to the Resident for a refund of the Resident Security Deposit or any part thereof. If the Agent removes Agent or Agent resigns, the Resident agrees that Agent may transfer any Resident Security Deposit held by Agent hereunder to the Agent or the Agent's designee and thereafter notify the Resident by mail of such transfer and of the transferee's name and address. The Resident agrees that such action by Agent will relieve Agent of further liability with respect to the Resident Security Deposit. If Agent's interest in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent will transfer the Resident Security Deposit in accordance with the provisions of North Carolina General Statutes § 42-54.

- 5. Resident's Obligations:** Unless otherwise agreed upon, the Resident has to:
- a. use the Premises for residential purposes only and in a manner so as not to disturb the other Residents;
 - b. keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition;
 - c. comply with any and all obligations imposed upon Residents by applicable building and housing codes;
 - d. 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;
 - e. use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises;
 - f. pay the costs of all utility services to the Premises which are billed directly to the Resident and not included as a part of the rentals, including, but not limited to, water, electric, telephone, and gas services;
 - g. conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner and so as not to disturb other Residents' peaceful enjoyment of the Premises; and

unless otherwise agreed upon, the Resident is not permitted to:

- a. use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
- b. cause any unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
- c. deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or allow any person, known or unknown to the Resident, to do so;
- d. sublet or assign the premises (for short-term, or mid-term, long-term,) in whole or in part;
- e. abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Resident will be deemed to have abandoned or vacated the Premises if Resident removes substantially all of his possessions from the Premises.

6. Agent's Obligations: Unless otherwise agreed upon, the Agent will:

- a. comply with the applicable building and housing codes to the extent required by such building and housing codes;
- b. make all repairs to the Premises as may be necessary to keep the Premises in a fit and habitable condition; provided, however, in accordance with paragraph II, the Resident will be liable to the Agent for any repairs necessitated by the Resident's intentional or negligent misuse of the Premises;
- c. keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition;
- d. promptly repair all facilities and appliances, if any, as may be furnished by the Agent as part of the Premises, including electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems, provided that the Agent, except in emergency situations, actually receives notification from the Resident in writing of the needed repairs; and
- e. within a reasonable period of time based upon the severity of the condition, repair or remedy any imminently dangerous condition on the Premises after acquiring actual knowledge or receiving notice of the condition. Notwithstanding Agent's repair or remedy of any imminently dangerous condition, Agent will recover from Resident the actual and reasonable costs of repairs that are the fault of Resident unless otherwise expressly agreed in writing. The Maintenance Guarantee Addendum is controlling.

7. Utility Bills/Service Contracts: Agent and Resident agree that utility bills and service contracts ("Service Obligations") for the Premises will be paid by the party indicated below as to each Service Obligation. The party agreeing to be responsible for payment of a Service Obligation agrees to timely pay the applicable Service Obligation, including any metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in that party's name. Resident is responsible for setting up utility accounts in your name prior to move in and terminating all accounts at move out. Within thirty (30) days of the Beginning Date of this Lease, Resident will provide Agent with a copy of any requested information about any Service Obligation for which Resident has agreed to be responsible. Any Service Obligation not designated below will be the responsibility of Resident unless the parties agree otherwise in writing.

Initial: _____

Service Obligation	Owner	Resident	NA
Sewer/Septic	X		
Water		X	
Electric		X	
Gas			X
Telephone/Cable/Internet		X	
Security System		X	
Trash Disposal/Garbage Cans		X	
Landscaping	X		
Lawn Maintenance	X		

The Resident is not required to contract with a security system provider. However, if so, the Agent will NOT defray any costs for maintenance or false alarms triggered by such device.

Garbage cans are provided by the county, stored near the HVAC unit and have to be brought to the street on the evening before pick-up and returned after pick-up.

Resident agree not to permit any utilities that they are responsible for to be discontinued or cut off excluding telephone/cable/internet; this includes being responsible for maintaining electrical in service and in their name during the entire time of the tenancy. If service is interrupted for non-payment, this is a violation of the lease agreement and grounds for termination.

Upon termination, residents agree to maintain utilities in their name for one additional day after turning keys over to Agent for any needed follow-up inspection of premises, appliances or contents.

- 8. Smoke and Carbon Monoxide Alarms:** Pursuant to § 42-2 and 42-43 G.S., the Agent will provide and install operable smoke alarms, either battery-operated or electrical, having an Underwriters' Laboratories, Inc., listing or other equivalent national testing laboratory approval. Effective January 1, 2010, if the Premises has a fossil fuel burning heater or appliance, fireplace, or an attached garage, the Agent will provide and install a minimum of one operable carbon monoxide alarm per level in the Premises, either battery operated or electrical, that is listed by a national, OSHA-approved testing laboratory. The Resident will notify the Agent, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide alarm. The Agent will replace or repair the smoke or carbon monoxide alarm within **15** days of receipt of notification if the Agent is notified of needed replacement or repairs in writing by the Resident. The Agent will ensure that a smoke or carbon monoxide alarm is operable and in good repair at the beginning of the Initial Term of the Tenancy. The Agent will place new batteries in any battery-operated smoke or carbon monoxide alarm at the beginning of the Initial Term of the tenancy **and the Resident will replace the batteries as needed during the tenancy**, except where the smoke alarm is a tamper-resistant, 10-year lithium battery smoke alarm.
- 9. Rules and Regulations:** The Resident, his family, servants, guests and agents will comply with and abide by all the Agent's such future reasonable rules and regulations as the Agent or HOA may, at the Agent's or HOA's discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in connection with them (the "Rules and Regulations"). Agent reserves the right to make changes to the existing Rules and Regulations and to adopt additional reasonable rules and regulations from time to time; provided however, such changes and additions will not alter the essential terms of this lease or any substantive rights granted hereunder and will not become effective until sixty (60) days' written notice thereof will have been furnished to Resident. Resident also agrees to abide by any applicable homeowners' association regulations as they now exist or may be amended. A copy of applicable homeowners' association regulations, are attached hereto and the Resident acknowledges that he has read them. They will be deemed to be a part of this lease giving to the Agent all the rights and remedies herein provided.
- 10. Right of Entry:** Agent hereby reserves the right to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and the Resident's compliance with the terms of this lease; (2) making such repairs, alterations, improvements or additions thereto as the Agent may deem appropriate; and (3) showing the Premises to prospective purchasers/Residents/contractors etc. The notice period shall be 24 hours. Agent will also have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises. If the Resident(s) make(s) a request for maintenance, Agent may enter without prior notice in the case of an emergency or abandonment, or if notice to Agent of any anticipated absence from the Premises in excess of seven (7) days and, during such absence, Agent may enter the Premises. If Resident fails to give such notice, Agent may recover any damages sustained. If Resident refuses access to Agent as provided herein, Agent may obtain injunctive relief to compel access or terminate this Lease. In either case, Agent may recover actual damages sustained and reasonable attorney fees.
- 11. Damages:** Resident will be responsible for and liable to the Agent for all damage to, defacement of, or removal of property from the Premises whatever the cause, except such damage, defacement or removal caused by ordinary wear and tear, acts of the Agent, or of third parties not invitees of the Resident, and natural forces. Resident agrees to pay Agent for the cost of repairing any damage for which Resident is responsible upon receipt of

Agent's demand therefor, and to pay the Rent during the period the Premises may not be habitable as a result of any such damage.

- 12. Pets:** Resident agrees not to keep or allow anywhere on or about the Premises any animals or pets of any kind, including but not limited to, dogs, cats, birds, rodents, reptiles or marine animals unless otherwise agreed above (Section I –: Pet Fee). If Resident is given permission to keep a pet this agreement will be supplemented with a Pet Addendum. If other occupants of the HOA area are harmed in any way by any pet kept by the Resident, whether agreed upon or not, this will be ground for the Agent to terminate the lease without the 60 day notice period.
- 13. Alterations:** The Resident will not paint, mark, screw into, or otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork or any other part of the Premises or decorate the Premises or make any alterations, additions, or improvements in, to, on or about the Premises without the Agent's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Agent. All such work will be done at the Resident's expense and at such times and in such manner as the Agent may approve. All alterations, additions, and improvements upon the Premises, made by either the Agent or Resident, will become the property of the Agent and will remain upon and become a part of the Premises at the end of the tenancy hereby created. All holes created through nails have to be filled resp. revert back to the condition before the nails were driven into the wall.
- 14. Occupants:** The Resident will not allow or permit the Premises to be occupied or used as a residence by any person other than Resident and the Permitted Occupants.
- 15. Rental Application:** In the event the Resident has submitted a Rental Application in connection with this lease, Resident acknowledges that the Agent has relied upon the Application as an inducement for entering into this Lease and Resident warrants to Agent that the facts stated in the Application are true to the best of Resident's knowledge. If any facts stated in the Rental Application prove to be untrue, the Agent will have the right to terminate the tenancy and to collect from Resident any damages resulting therefrom.
- 16. Resident's Duties Upon Termination:** Upon any termination of the Tenancy created hereby, whether by the Agent or the Resident and whether for breach or otherwise, the Resident will: (1) pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued; (2) vacate the Premises removing therefrom all Resident's personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves and sinks, removing therefrom all rubbish, trash, garbage and refuse; (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when Resident took possession of the Premises; provided, however, Resident will not be responsible for ordinary wear and tear or for repairs required by law or by paragraph 6 above to be performed by Agent; (5) fasten and lock all doors and windows; (6) return to the Agent all keys to the Premises; and (7) notify the Agent of the address to which the balance of the Security Deposit may be returned. If the Resident fails to sweep out and clean the Premises, appliances and fixtures as herein provided, Resident will become liable, without notice or demand, to the Agent for the actual costs of cleaning (over and above ordinary wear and tear), which may be deducted from the Security Deposit as provided in paragraph 4 above.
- 17. Resident's Default:**
 - a. Events of Default:** In the event the Resident will fail to:
 - i. pay the rentals herein reserved as and when they will become due hereunder; or
 - ii. perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure will continue for a period of five (5) days from the date the Agent provides Resident with written notice of such failure, then in either of such events and as often as either of them may occur, the Agent, in addition to all other rights and remedies provided by law, may, at its option and with or without notice to Resident, either terminate this lease or terminate the Resident's right to possession of the Premises without terminating this lease
 - b. Agent's Right To Possession:** Regardless of whether Agent terminates this lease or only terminates the Resident's right of possession without terminating this lease, Agent

will be immediately entitled to possession of the Premises and the Resident will peacefully surrender possession of the Premises to Agent immediately upon Agent's demand. In the event Resident will fail or refuse to surrender possession of the Premises, Agent will, in compliance with Article 2A of Chapter 42 G.S., reenter and retake possession of the Premises only through a summary ejectment proceeding.

- c. **Summary Ejection (Ejectment) Fees:** If a summary ejectment proceeding is instituted against Resident, in addition to any court costs and past-due rent that may be awarded. Resident will be responsible for paying Agent the relevant Complaint Filing Fee, Court Appearance Fee or Second Trial Fee in accordance with § 42-46 G.S..
- d. **Acceptance of Partial Rent:** If a summary ejectment proceeding is instituted against Resident, Resident acknowledges and understands that Agent's acceptance of partial rent or partial housing subsidy will not waive Resident's breach for which the summary ejectment proceeding was instituted.
- e. **Termination of Lease:** in the event Agent terminates this lease, all further rights and duties hereunder will cease and Agent will be entitled to collect from Resident all accrued but unpaid rents and any damages resulting from the Resident's breach.
- f. **Termination of Resident's Right of Possession:** In the event Agent terminates the Resident's right of possession without terminating this lease, Resident will remain liable for the full performance of all the covenants hereof, and Agent will use reasonable efforts to re-let the Premises on Resident's behalf. Any such rentals reserved from such re-letting will be applied first to the costs of re-letting the Premises and then to the rentals due hereunder. In the event the rentals from such reletting are insufficient to action against the Resident to enforce the lease or to recover any sums due hereunder, Resident agrees to pay Agent reasonable attorney's fees in addition to all other damages.

18. Agent's Default; Limitation of Remedies and Damages; Delivery of Premises:

Until the Resident notifies the Agent in writing of an alleged default and affords the Agent a reasonable time within which to cure, no default by the Agent in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law will constitute a material breach of this lease and the Resident will have no right to terminate this lease for any such default or suspend his performance hereunder. In no event and regardless of their duration will any defective condition of or failure to repair, maintain, or provide any area, fixture or facility used in connection with recreation or recreational activities, constitute a material breach of this lease and the Resident will have no right to terminate this lease or to suspend his performance hereunder. In any legal action instituted by the Resident against the Agent, the Resident's damages will be limited to the difference, if any, between the rent reserved in this lease and the reasonable rental value of the Premises, taking into account the Agent's breach or breaches, and in no event, except in the case of the Agent's willful or wanton negligence, will the Resident collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the Premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

Should Agent be unable to deliver the Premises to Resident as agreed through no fault of Agent, then Agent or Owner will not be liable for any resulting damages nor will the lease terminate. However, Resident will not be liable for any rent until the Premises are available for Resident to take possession. Resident may terminate this Lease if Owner fails to deliver the Premises within 30 days of the Beginning Date.

- 19. Bankruptcy:** If any bankruptcy or insolvency proceedings are filed by or against the Resident or if the Resident makes any assignment for the benefit of creditors, the Agent may, at his option, immediately terminate this Tenancy, and reenter and repossess the Premises, subject to the provisions of the Bankruptcy Code (11 USC Section 101, et. seq.) and the order of any court having jurisdiction thereunder.

20. Resident's Insurance; Release and Indemnity Provisions:

- a. **Personal Property Insurance (Resident to initial):**
Resident is required to obtain and maintain throughout the term of the tenancy a renter's insurance policy and to promptly provide Agent evidence of such insurance upon Agent's request. In addition to coverage for damage or loss to Resident's personal property in

- such amount as Resident may determine, the policy will include coverage for bodily injury and property damage for which Resident may be liable in the amount of 50,000 USD.
- b. Despite the requirement to obtain a renter's insurance policy, Resident will be solely responsible for insuring any of his personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, storm and all other hazards and casualties. Regardless of whether the Resident secures such insurance, the Agent and his agents will not be liable for any damage to, or destruction or loss of, any of the Resident's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of the Agent.
 - c. The Resident agrees to release and indemnify the Owner, Agent and his agents from and against liability for injury to the person of the Resident or to any members of his household resulting from any cause whatsoever except only such personal injury caused by the negligent, or intentional acts of the Agent or his agents.
- 21. Agent:** The Agent and the Resident acknowledge that the Agent may, from time to time in his discretion, engage a third party ("the Sub-Agent") to manage, supervise and operate the Premises or the complex, if any, of which they are a part. If such an Agent is managing, supervising and operating the Premises at the time this lease is executed, his name will be shown as "Sub-Agent" on the first page hereof. With respect to any Agent engaged pursuant to this paragraph, the Agent and the Resident hereby agree that: (1) Agent acts for and represents Agent in this transaction; (2) Sub-Agent will have only such authority as provided in the contract existing between the Agent and Sub-Agent; (3) Sub-Agent may perform without objection from the Resident, any obligation or exercise any right of the Agent imposed or given herein or by law and such performance will be valid and binding, if authorized by the Agent, as if performed by the Agent; (4) the Resident will pay all rentals to the Sub-Agent if directed to do so by the Agent; (5) except as otherwise provided by law, the Sub-Agent will not be liable to the Resident for the nonperformance of the obligations or promises of the Agent contained herein; (6) nothing contained herein will modify the contract existing between the Agent and the Sub-Agent; however, the Agent and the Agent may from time to time modify the Agent agreement in any manner which they deem appropriate; (7) the Agent may, in his discretion and in accordance with any Agent agreement, remove without replacing or remove and replace any agent engaged to manage, supervise and operate the Premises.
- 22. Form:** The Agent and Resident hereby acknowledge that their agreement is evidenced by this form contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Agent and Resident agree that the courts will interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts will apply the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction will apply: (1) handwritten and typed additions or alterations will control over the preprinted language when there is an inconsistency between them; (2) the lease will not be strictly construed against either the Agent or the Resident; (3) paragraph headings are used only for convenience of reference and will not be considered as a substantive part of this lease; (4) words in the singular will include the plural and the masculine will include the feminine and neuter genders, as appropriate; and (5) the invalidity of one or more provisions of this lease will not affect the validity of any other provisions hereof and this lease will be construed and enforced as if such invalid provision(s) were not included.
- 23. Amendment of Laws:** In the event that subsequent to the execution of this lease any state statute regulating or affecting any duty or obligation imposed upon the Agent pursuant to this lease is enacted, amended, or repealed, the Agent may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this lease.
- 24. Eminent Domain and Casualties:** The Agent will have the option to terminate this lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty.
- 25. Assignment:** The Resident is not permitted to assign this lease or sublet the Premises in whole or part without the Owner's written consent. Resident will have to pay the Agent the Change Fee for administrative purposes in connection with any request to add or delete any

person to or from the Lease. Any request for consent to add another person will not waive the Agent's right to approve/disapprove any such person.

26. Waiver: No waiver of any breach of any obligation or promise contained herein will be regarded as a waiver of any future breach of the same or any other obligation or promise.

27. Joint and Several Liability: If there are multiple persons listed as Resident, their obligations under this Agreement will be joint and several.

28. Other Terms and Conditions:

a. **Agency Disclosure:** Agent hereby discloses to Resident that Agent is acting for and represents the Landlord.

b. **Itemize all addenda to this Contract and attach hereto:**

i. **Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (form 430-T) (if Premises built prior to 1978)**

ii. **Safety and Maintenance Addendum**

iii. **Pet Addendum**

iv. **Other:** The following additional terms and conditions will also be a part of this lease:

aa. **Acceptance of Premises:** R&Y Real Property Group LLC will indicate on the Move-In Inspection Report what repairs, if any, would be completed. These terms have been mutually agreed upon as a part of the terms of occupancy. The Resident agrees that the premises and any common area in connection with them are in safe, fit and habitable condition and, where applicable, that the electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other appliances furnished with the premises are in proper working order. The Resident acknowledges that no representation as to the condition or state of repair of the premises has been made. The Resident accepts the premises in "as is and where is" condition. Both parties have the right to rescind the contract at time of the Move-In Inspection. The security deposit and first month of rent will be fully refunded within 10 days after rescission of the contract.

bb. **Rental Rate Adjustments:** On or thereafter the expiration of this lease on [REDACTED], 20[REDACTED], the Agent at his discretion, may alter the Rental Rate in effect provided only that written notice of such alteration is delivered at least ninety (90) days prior to the effective date of the rate alteration.

cc. **Late Possession:** The Agent will exercise his best efforts to give the Resident possession of the premises at the commencement of the term of this lease but the Agent will not be liable to the Resident or any other person for any failure to do so, and any such failure will not affect the validity of this lease or the Resident's obligation to pay rent. If, however, there is a failure to deliver possession of the premises at the commencement of this lease, the monthly rent (\$[REDACTED]) will be abated pro-rata on a daily basis and will not be due until occupancy is available. If possession cannot be given within seven (7) days of the commencement of the term ([REDACTED], 20[REDACTED]), the Resident may notify the Agent in writing within 48 hours that he elects to terminate the lease and such will occur.

dd. **Maintenance and Repairs:** The resident agrees to maintain the property in as good a condition as he finds it, except only reasonable wear and tear. All drains are considered open and in good order unless reported within the first week's occupancy as specified below. The resident will keep sink, lavatory and commode drain lines open at his own expense. Furthermore, the resident will have repaired at his sole expense any damage or breakage caused by the resident's or his guests' deliberate or negligent misuse or improper operation of the water, gas, oil, electrical, plumbing or heating equipment of systems, sinks, lavatories, commodes or sewer lines; plus all cracked or broken glass, torn or damaged screens, etc. as well as any extermination for pests, roaches, ants, hornets, bees, mice, etc. (Termite and powder post beetles excepted) unless such damage, stoppage or infestation is reported to R&Y Real Property Group LLC in writing and within the first week of occupancy.

ee. **Noise or other disturbances:** Resident will be responsible for their conduct and conduct of other people on the property (known by Resident or not) to ensure that other residents' peaceful enjoyment will not be disturbed; including, not making or permitting to be made any noises which interferes with the rights of others.

ff. **No illegal activity:** Resident will not use the Premises or permit the use thereof by others for any illegal purpose or activities, including without limitation, the illegal

manufacture, possession, distribution, sale, or use of any controlled substance or for the facilitation of any manufacture, possession, distribution, sale or use of any controlled substance.

- gg. Application:** This Lease agreement is entered into based upon information given by Resident on an application which is incorporated into and made a part of this Lease. Resident must advise Owner and Manager in writing of any changes to any information in the application. Owner may terminate this Lease if Resident materially misrepresented any information provided on the application.
- hh. No advertisements or solicitation:** Resident agrees not to affix or suspend any advertisements or notices upon or from any part of the Unit or Premises without the prior written consent of Agent.
- ii. Liability:** Neither Owner nor Agent will be liable for any injury or damage to persons or property from any cause unless such damage will be adjudicated to be a deliberate or negligent act on their part. Resident will give Agent prompt notice of any defect/damage. Resident will indemnify and hold harmless Owner and Agent from all claims and will protect his persons and contents on Premises by insurance, copy to be provided upon demand.
- jj. Condemnation:** If all or a substantial part of the Premises will be acquired for any public use by the right of eminent domain, or deeded in lieu thereof; this Lease will terminate on the date of such taking.
- kk. Abandonment:** Any goods, vehicles, or other property left on the premise after termination of the tenancy by any means, including eviction, will be considered abandoned and disposed of.
- ll. Unauthorized work:** The resident agrees that any maintenance work that is done by unauthorized work or workers, not pre-approved by Agent is done at the resident's expense. Resident agrees to be liable to Agent for any damages caused by such unauthorized work or workers.
- mm. Notices:** Any notice to be given to Resident under this Lease will be in writing and deemed given when hand delivered to any person residing at, or posted on the front door of, the Premises or when deposited in the United States Mail via Certified Mail and addressed to the Resident at the Premises. Any notice to be given to Agent will be in writing and deemed, given when deposited in the United States Mail via Certified Mail or when hand delivered and addressed to Agent at the address indicated above.
- nn. Waiver:** Agent's waiver of one or more defaults by Resident will not be considered a waiver of any subsequent default. NOTICE: acceptance by Agent of rent with knowledge of a material noncompliance by resident under this lease, or acceptance by Agent of performance by resident that varies from the provisions of this lease, or acceptance by Agent will not constitute a waiver of such breach or variance, and any such acceptance of rent or performance will be with full reservation of all of Agent's rights and remedies. Acceptance by Agent of partial payment of any rent will be on account of the actual rent, and no endorsement on any check or any other letter accompanying any payment will be deemed a satisfaction and accord, but Agent may accept such payment without prejudice to any rights to collect the balance due. Resident accepts this notice as notice pursuant to applicable laws of the state where the property is located.
- oo. Lockouts:** If Resident is locked out of the premises, there is a charge of \$ 300 to open the premises between the hours of 10am to 4pm during the week. There is a charge of \$ 500 for opening the premises outside of those hours and on weekends or holidays. Additional charges apply if a key is lost and locks must be changed (see under Safety Addendum).
- pp. Equal opportunity:** Agent is pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, gender, handicap, familial status, elderliness, or national origin. The Premises are offered and leased without regard to race, color, religion, gender, handicap, familial status, elderliness, or national origin.
- qq. Additional residents:** Persons other than those specifically listed on this Agreement will be strictly prohibited from staying in the unit for more than 7 consecutive days, or a total of 20 days in any 12-month period. Resident will notify the Agent in writing any time Resident expects any guest will be staying in excess of the time limits in this paragraph. Additional residents cannot occupy the premises without first being approved by Agent and are subject to additional rent, security deposit and assignment fee being required. Unauthorized residents are a violation of this agreement and are grounds for immediate termination.

- rr. Pest control:** Prior to move-in, Agent has each Townhouse treated for pest control. After that the resident is responsible for pests, including for bed bugs, vermin, roaches, insects, etc, and any pest control treatments. If desired during the tenancy, the resident can coordinate with Agent to have a pest control treatment done at a relatively low cost to the resident.
- ss. Evicted residents:** If a former resident is evicted from the Premises (or is asked by Agent or the police not to be on the Premises) current residents are asked not to invite those individuals back on to the premises. Any resident who invites non-welcomed individuals back on the Premises is in violation of the lease. Any individuals found on Premises who are no longer welcomed on property will be subject to be charged with trespassing.
- tt. Littering:** We also ask residents (and your guests) not to throw litter on the grounds or common areas. If there is evidence that residents, or their guests, have littered on the grounds, they will be fined \$ 50 per occurrence.
- uu. Trash disposal:** Garbage must be disposed of in tied bags and disposed in the appropriate garbage receptacles or, if applicable, in the dumpsters provided. Do not have small children disposing of trash. If any individual is seen dropping off trash around garbage receptacles or dumpster (instead of inside the cans or dumpster), and Agent has to dispose of trash, resident will be charged a \$ 50 fine for each occurrence. If Agent will have to remove/imound any trash, garbage or items improperly disposed/left on property (i.e., furniture, mattresses, etc), removal by Agent will result in a \$ 50 removal fee. Also, please always place garbage receptacles out of public view and/or close gates to the dumpster area once trash is disposed of.
- vv. Plumbing:** Agent warrants that the Premises' sewage drains are in good working order and that they will accept the normal household waste for which they were designed. They will not accept things such as paper diapers, sanitary napkins, tampons, children's toys, wads of toilet paper, paper towels used as toilet paper, balls of hair, grease, oil, table scraps, clothing, rags, sand, dirt, rocks, or newspapers. Do NOT use toilet cleaning equipment which indicates it can be flushed down the toilet after use. You will be responsible for any stoppages after 5 days of occupancy unless it was caused by mechanical failure of the plumbing system. If your system becomes clogged after this date, you are responsible for notifying the Agent and Agent will call a plumber of their choice to clear or repair the toilet at resident's expense. Residents agree to pay for clearing the drains of any and all stoppages except for those which the plumber, who is called to clear the stoppage, will attest in writing were caused by defective plumbing, tree roots, or acts of God. No reimbursement will be made for charges not pre-approved by Agent.
- www. When resident consists of two or more adults:** The transfer of one person does not relieve the other of satisfactory completion of all terms of this agreement. Security deposits remain until all parties vacate.
- xx. Resident acknowledges good condition of premises:** The Resident hereby acknowledges the good condition of the leased premises and acceptance of this lease is conclusive evidence that said premises are in good and satisfactory order and repair, unless otherwise specified herein or in the Move-In Inspection Report. Resident agrees that no representation to the condition of the premises has been made and there exists no promise to decorate, alter, repair or improve the premises unless otherwise specified in writing.
- yy. Locks:** No additional locks will be placed upon doors of the premises. If more than one key for any lock is desired, the Resident must pay for the additional number. Upon the termination of the Lease, the Resident will surrender to the Agent all keys to the premises. Changing of the locks by resident is strictly prohibited. The Agent will retain duplicate keys to all doors of the leased premises, and the Agent or its manager will have access to the leased premises, at all reasonable hours, in order to inspect the same, or to make necessary repairs, either in the leased premises or in said building. The Agent will have the right during the last thirty days of the term hereby created to show the leased premises to prospective residents. In all these non-emergent circumstances (but see paragraph IO) advance notice (24 hours) shall be given to the resident.
- zz. TV antennas, awnings, shade & furniture:** No awnings or other projections except such as are installed by the Agent will be attached to the outside or other parts of the building, nor will the Resident install or use any satellite dish and/or TV/radio aerial without the prior written consent of the Agent. No additional lighting or decorations will be attached to the outside or other parts of the building without prior written consent of the Agent. No water filled furniture or aquariums are allowed.
- aaa. No cash is ever accepted** by Agent or anyone working with Agent.

- bbb. **No daycare service or babysitting service** (or any other business activities) is permitted on or in the Premises.
- ccc. **Window coverings** will be drapes, curtains, shades or blinds. Sheets, blankets, flags, etc. are strictly prohibited. If blinds, which are present at move-in, are damaged during tenancy, resident is responsible for replacement, or Agent will have them replaced at resident's expense, \$25 per set.
- ddd. **Use of windows, balconies, defacing property:** The Resident will not suffer or permit anything to be kept on the window sills or balcony rails if any including hanging clothes, rugs, etc., and will not store any materials, grills, chairs, furniture, automotive objects on the balcony/stairwells/parking lot of the leased premises. And Resident will not permit anything to be placed in or hung from the outside of the windows.
- eee. **Renters insurance:** Resident acknowledges that the Agent's or Owner's insurance policy does NOT cover Resident's liability to claims because of Resident's actions or negligence or loss or damage to personal possessions due to fire, theft, rain, smoke, wind, flood, water, pipe leaks or acts of others. Nor will Owner or Agent be held liable for such losses. It's therefore required that residents retain insurance coverage for fire, extended coverage, and liability to cover accidental injury and damage or loss of personal property due to fire, theft, smoke, rain, flood, wind, or Resident's actions or negligence. Since Residents who do not maintain a current renter's insurance policy, not only lack protection for their personal belongings, the Residents may also be responsible to others for the full cost of any injury, loss or damage to the property caused by Residents' actions or the actions of Residents' occupants or guests, Renter's Insurance is required and evidence of policy to be shown within a month from the date of this agreement.
- fff. **Preventive maintenance checks:** During the rental term, to help insure certain items are functioning properly in the house for residents, Agent will have someone semiannually come to the Premises and do a quick preventive maintenance check. During this preventive check, items to be inspected will include (but not limited to): whether smoke detectors are working, if a/c or furnace filters need changing, or if there are any plumbing leaks. The first year the initial preventive checks will take place around month 3 and month 9.
- ggg. **Broken windows:** Resident is responsible for actual and reasonable costs of repairs that are the fault of the tenant the Repairs for broken windows.
- hhh. **Re-painting:** Residents will be charged for re-painting the rental after lease termination if the use was beyond normal wear and tear or if the lease is terminated after one year. Cost for re-painting will be deducted from the security deposit. If re-painting of the rental is requested during the lease term, residents are charged on a pro-rated basis for 2 years or longer. For residents residing in the rental for less than 2 years and painting is requested, resident will be charged the full amount of the painting charge.
- iii. **Actions of guests:** Residents are held **responsible for all actions of their guests or guests** of any person entering into the premises.
- jjj. **No loitering** permitted on the premises by resident or guests. We work with local police to enforce this policy.
- kkk. **Parking for multi-units** is on a first-come basis. All unauthorized or inoperative vehicles or without proper tags will be towed at owners expense. No boats, campers, trailers, commercial vehicles and motor homes may be parked in the Townhouse community without Agent's prior written consent. Residents using the parking spaces do so at their sole risk. All vehicles must be currently licensed and in good condition and must be parked only in spaces provided for parking. No car washing, changing of oil or vehicle repairs of any kind will be conducted on the parking lot of the Townhouse community. No vehicle may be parked in front of dumpsters, blocking other vehicles, on the grass, outside the boundaries of a single designated parking space, or in entrances or exits. Owner and Agent are not liable for any damages arising as a result of towing. Resident agrees to indemnify and hold Owner and Agent harmless for any claims by Resident's guests for towing of their vehicles for violation of these rules; and Resident acknowledges that it is their responsibility to advise their guests of the proper manner for the parking of their vehicles, and Resident further agrees to determine in each case that they have complied therewith. Agent may impose additional parking regulations including limiting the number of vehicles, and/or assigning parking spaces. No more than one vehicle is allowed for each adult resident without Agent's prior written consent. An additional fee is required if an additional visitor pass is requested.
- III. **Holding over:** If this Lease or Resident's right of possession is terminated and Resident fails to vacate the Premises when required, Agent may immediately bring an

action for possession of the Property. In addition, Resident will pay rent at a rate equal to 200% of the rent payable immediately prior to termination, for each month, or part of a month, that Resident fails to deliver possession of the Premises to Owner. Resident will also be liable for any other damages Agent may incur as a result of Resident's failure to vacate.

- mmm. Emergency contacts:** The following person(s) are authorized to accept notices, messages, deliveries, etc., on behalf of resident(s) if they are not available. Name and phone: _____.
- nnn. Appliances:** All appliances (oven, dishwasher, refrigerator, and air conditioning unit(s)) that are now in or may be placed in the premises by Agent are solely for the convenience of the Resident, and if so placed will be and remain the property of the Agent. Agent will in no way be liable or responsible for damage arising out of negligent use or operation of the same, including the loss of any food. Initial _____.
- ooo. Allocation of payments received:** All monies received from resident is first applied to any past due balance on residents account, including unpaid rent, late fee, deposit shortage, unpaid damages, charges or fines or utility charges past due that the resident is responsible for. If the balance of money received is not enough to cover the current rent by due date, an additional rent late fee will be charged to resident's account. Initial _____.
- ppp. Forwarding address:** Resident is responsible for giving Agent written forwarding address at move-out to forward deposit.
- qqq. Referral bonus** of \$ 150. This bonus is offered to any resident who refers another resident. Plus new resident can receive \$ 100 off first month's rent (referral bonus cannot be offered in combination with any other special).
- rrr. Home Owners' Association (HOA) regulations:** Resident agrees to comply with the HOA Association regulations. Resident acknowledges he has received a copy of those HOA regulations, which become part of this Lease agreement.

29. Inspection of Premises: The Resident has the right to complete a Move-in Inspection Form on the day of his occupancy or prior to that after receipt of the key with an employee of the agent present.

30. Notice: Any notices required or authorized to be given hereunder or pursuant to applicable law will be mailed or hand delivered to the following addresses:

- **Residence:** _____, Charlotte, NC
_____ the address of the Premises.
- **Agent:** 9805 Statesville Rd, #4002, Charlotte, NC 28269.

31. Execution; Counterparts: When Resident signs this lease, he acknowledges he has read and agrees to the provisions of this lease. This lease is executed in two counterparts with an executed counterpart being retained by each party.

32. Entire Agreement: This Agreement contains the entire agreement of the parties, together with the Resident's Application and any Addendums listed in Exhibit A and attached hereto, and there are no oral representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

33. The agent makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction.

Resident (s): _____

Date _____, 20____

Employee Agent:

By: Alex F. J. Peter: _____

Date _____, 20____

R&Y Real Property Group LLC
9805 Statesville Rd, # 4002, Charlotte, 28269
Phone: 704-234-6761, Fax: 347-620-6015

Maintenance Addendum

This addendum is attached to and made a part of the Residential Rental Agreement (“Contract”) between Agent and Resident for the Premises.

Purpose: The purpose of this addendum is to give you, the Resident, specific examples of things you are responsible for maintaining during the term of your lease so that you will have a better understanding of your obligations under the lease. **It does not list everything you are responsible for maintaining.** Depending on what type of residence you are leasing (apartment, single-family house, duplex, condominium, etc.) and what kind of improvements it contains, some items on the following list may not apply to you.

Good housekeeping is expected of everyone.

I. Vehicles

- You and your guests may park only in designated areas and not on the grass.
- Keep parking lots free of oil and grease.
- Do not keep inoperable or unlicensed vehicles on the property.
- You and your guests may not work on motor vehicles in the parking lot of the complex.
- Do not drive vehicles on lawns for any reason.

II. Lights, Filters, Fuses, etc.

- Replace burned-out electric light bulbs and blown fuses.
- Reset tripped circuit breakers, GFI outlets, garbage disposals and oven timers.
- Leave working light bulbs in all light fixtures at end of tenancy.
- Relight pilot on gas furnaces, water heaters and fireplaces.
- **Replace heating/air conditioning filters at least every 45-60 days. Resident’s failure to properly care for air filters may cause damage to the HVAC unit; repairs resulting from Resident’s negligence will be charged to the Resident.**
- Leave new filter(s) in the air return(s) at end of tenancy.

III. Carpets

- Use a professional carpet cleaning service to steam clean carpets unless you have written permission to clean them yourself.
- Do NOT use bleach or cleaners containing bleach on carpets at any time.
- At termination of occupancy, the Resident will professionally clean the carpets at their own expense performed by the company CarpetPros (www.carpetproscharlotte.com) and provide the Agent with an invoice of such cleaning. Initial

IV. Fire Safety

- Report fires to the Fire Department immediately and then contact Agent. If you have never used a fireplace before, ask for instruction on how to use it.
- Do not store ashes in trash cans.
- Do not build a wood fire in a fireplace that has connections for gas logs.
- Do not use kerosene heaters, propane heaters, or grills inside any enclosed area.
- Do not use grills within 15 feet (horizontally or vertically) of anything that will burn.
- Do not permit oily rags or other combustible materials to remain on the premises in such a manner as to constitute a fire hazard or increase the insurance rates covering the building.
- Avoid overloading electrical circuits and replace worn or frayed electrical cords.

- Refrain from using electric space heaters as your permanent source of heating, they can overload electrical circuits.

V. Water Lines

To help prevent water lines from freezing and bursting during cold weather:

- Allow water to trickle and leave cabinet doors open to allow warm air to circulate around pipes.
- If you are going to be away from home, have water turned off and water lines drained or leave sufficient heat in the house (set heat at 60 degrees Fahrenheit or higher).
- Disconnect garden hoses from the outside faucets.

VI. Pest extermination

Keep the Premises free from visible infestations of roaches, ants, hornets, bees, mice and other pests.

VII. Locks

- Do not change or remove any existing locks or add any additional locks without Agent's written permission.
- Immediately provide Agent keys for any changed or additional locks.
- Immediately notify Agent of any inoperable doors or windows.
- The Resident(s) recognize(s) that R&Y RPG will have to be reimbursed for lost keys or replacement keys.
 - Replacement keys during the lease term (but for the mailbox) will be fully charged to the Resident(s) in the amount of 100.-. If keys (but for the mailbox) are not returned at the end of the lease term, the lock will have to be exchanged. The cost for the exchange (300.-) will be deducted from the security deposit.
 - The resident is responsible to get new replacement keys for the mailbox if those are lost. The mailbox (clusterbox) is solely maintained by USPS and neither by R&Y RPG or the HOA. Replacement keys can be ordered in person at USPS (Starmount Location), 6241 South Blvd, Charlotte, NC 28217. The cost of (currently) 40.- will have to be paid at the Post Office. R&Y RPG will not assist in obtaining new mailbox keys. If keys for the mailbox are not returned at the end of the lease term, the lock will have to be exchanged. The cost for the mailbox keys at the rate charged by USPS as well as 2 hours for ordering and pickup of 100.- will be deducted from the Security Deposit.

Initials: _____

VIII. Mold and Mildew To help prevent mold and mildew from accumulating in the Premises:

- Clean and dust the Premises on a regular basis.
- Remove moisture on windows, walls, and other surfaces as soon as possible.
- Immediately notify Agent of any evidence of a water leak, excessive moisture, or standing water.
- Immediately notify Agent of the presence of mold, mildew, or similar growth in the Premises after you have attempted to remove it using common household cleaning solutions or anti-microbial products.
- Immediately notify Agent of any malfunction of any part of the heating, ventilation, air conditioning, plumbing, or laundry systems.
- Operate exhaust fan systems in bathrooms (if supplied) during the use of tub or shower.

IX. Exterior maintenance

- Clean any gutters and trim any shrubs at least semi-annually.
- Keep the porches, patios, balconies, and front and back yards free of clutter, unsightly items, and other personal articles.
- Do not leave any personal belongings on the lawns, walks, driveways or in the halls, staircases or any Common Areas.
- Do not hang laundry, clothing, towels, rugs, carpets, etc. from windows or from porch rails.
- Do not allow beer kegs, party balls, "punch" parties, or any container of alcohol over 32oz. on the premises at any time.

- Dispose of all rubbish, garbage, and other waste in a clean safe manner and comply with all applicable ordinances concerning garbage collection, making sure that all garbage is placed in suitable containers. Comply with all obligations imposed by the applicable recycling laws in the appropriate county and properly dispose of all recyclables in the container provided.
- Do not leave any garbage or recycling container at curb for more than 24 hours. If there is evidence that residents or their guests have littered on the Premises or the Common Areas as defined by the HOA, they will be fined by an amount of \$100 for each violation and subject to any clean-up fees and additional charges imposed by the HOA.
- **Comply with any and all rules and regulations imposed by the Homeowners' Association.**

X. Interior Maintenance

- Garbage disposals should be used with caution. Never place bones or sharp objects in the garbage disposal. If the garbage disposal becomes jammed, turn it off immediately. If a foreign object is found in the disposal that caused the problem, the resident will be charged for the cost to repair/replace the disposal.
- Never pour grease in any sink drain or garbage disposal.
- Normal care and consideration will preserve your bathroom fixtures and guard against unwanted stoppage. Toilet blockage caused by sanitary napkins, diapers, trash, toys, or food is considered unwarranted stoppage and the resident will be charged for services of a plumber to unclog the toilet. **Each resident should purchase a toilet plunger and attempt to clear the stoppage prior to requesting maintenance.**
- Report any leaks from pipes to R&Y Real Property Group LLC immediately. There is a shut off valve by most plumbing fixtures in the unit. Turn the individual valve off until repairs can be made.
- Not keep inside or outside the Premises any explosives or any inflammable fluids or material of any kind constituting an unreasonable fire hazard.

XI. Repairs

- If you do not keep an appointment to be home for scheduled maintenance or repairs, the worker's time will be charged to you.
- **If you request repairs and the worker arrives to find the work already completed or not needed, the worker's time will be charged to you.**
- If you request repairs and the worker is unable to enter due to extra locks, new/rekeyed locks, or chains on the door not being removed, the worker's time will be charged to you.
- You will be charged for any service calls to repair items that you are responsible for maintaining.
- You may not authorize any maintenance or repairs at Agent's or Agent's expense.
- You will not be reimbursed for any unauthorized repairs for which the Agent is responsible.
- Our workers will not enter into a property where there are unsupervised children under the age of 18, or loose pets.

****There is NO SMOKING allowed inside any property managed by R&Y Real Property Group LLC. However, if Residents or their guests do smoke inside the Premises, a minimum of \$250 may be withheld from their security deposit for additional cleaning and painting, required at move-out to remove all smoke related residue or odors remaining in the property. ****

Resident(s): _____

Date: _____, 20__

"Agent": R&Y Real Property Group LLC

Agent: _____

Date: _____, 20__

R&Y Real Property Group LLC
9805 Statesville Rd, # 4002, Charlotte, 28269
Phone: 704-234-6761, Fax: 347-620-6015

Safety Addendum

Premises: _____

This addendum is attached to and made a part of the Residential Rental Contract (“Contract”) between Agent and Resident for the Premises.

- 1. The Resident acknowledges that the Residence is equipped with a smoke alarm and carbon monoxide alarm and that both were tested and are operational. **If any smoke alarm or carbon monoxide alarm is not operable, the Resident will contact the agent R&Y Real Property Group LLC, 9005 Statesville Rd, Charlotte, NC 28269 by phone at 704-412-2073 and by e-mail to office@ry-realpropertygroup.com immediately.**

It is further agreed that:

- a. Resident will test the smoke alarm and carbon monoxide alarm on a regular basis.
 - b. Resident will be responsible for battery replacement if and when battery replacement is necessary.
 - c. Resident will not remove the power source from the smoke alarm or carbon monoxide alarm for any reason except to replace it, nor will they remove the entire unit for any reason.
- 2. The Resident acknowledges that all windows and doors can be secured by operable locking mechanism and can also be easily opened and closed. The Resident will notify R&Y Real Property Group LLC if any door or window cannot be opened, closed, or locked.

It is agreed and understood that the above Addendum is included as part of the Rental Agreement.

It is agreed and understood that the above Addendum is included as part of the Residential Rental Agreement (“Contract”).

ACKNOWLEDGMENT

Resident(s): _____

Date: _____

R&Y Real Property Group LLC
9805 Statesville Rd, # 4002, Charlotte, 28269
Phone: 704-234-6761, Fax: 347-620-6015

Routine And Emergency Maintenance Requests Addendum

Premises: _____

All maintenance requests must be submitted in writing to the agent R&Y Real Property Group LLC, 98005 Statesville Road, Charlotte, NC 28269. E-Mail to office@ry-realpropertygroup.com (Reference: Repair Request for _____) counts as writing.

Only emergency requests (detailed below) will be addressed by phone at 704-268-9306.

E-mails should be submitted to office@ry-realpropertygroup (Reference: Repairs _____). If submitted properly, you will receive a reply via email confirming receipt within 48 hours.

Mailed requests must go 98005 Statesville Road, Charlotte, NC 28269. Attn: Maintenance Department

Emergencies include (but may not be limited to):

- No power to entire property and the Power Company is not responsible.
- No water to entire property and the Water Department is not responsible.
- Gas odor (Please contact utility provider first).
- Smoke or sparks from outlets, switches, etc.
- No heat or lack of operable heating facilities capable of heating living areas to 65 degrees Fahrenheit when it is below 40 degrees Fahrenheit outside from November 1 through March 31.
- No A/C or lack of operable cooling facilities capable of cooling the living areas to 85 degrees Fahrenheit between June 1st and September 30th.
- Break-ins where the property needs to be secured.
- Unusable toilets (only if there are no working toilets available).
- Broken locks on exterior doors and the property cannot be secured.
- Flooding.
- Fire (Call Fire Department by dialing 911 first).
- Floor/wall/ceiling cave-ins.
- Termites.
- Sewage coming up in any drains.
- Leaking water heaters.

All life-threatening or property damaging issues should be reported immediately!

ACKNOWLEDGMENT

Resident(s): _____

Date: _____

R&Y Real Property Group LLC
9805 Statesville Rd, # 4002, Charlotte, 28269
Phone: 704-268-9306, Fax: 347-620-6015

Pet Addendum

Premises: 2726 Tiergarten Lane, Charlotte, NC 28210

This addendum is attached to and made a part of the Residential Rental Agreement (“Contract”) and Application between Agent and Resident for the Premises.

Agent agrees that Resident will be permitted to keep a pet of the type described below on the Premises on the following terms and conditions:

I. Permitted Pet/Removal

- a. Type of Pet Permitted: _____
- b. Weight (lbs) _____
- c. Age _____
- d. Color _____
- e. Breed _____
- f. Name _____
- g. Licensese or I.D.# _____
- h. Photo (to be attached) _____

- i. The Resident will remove any pet previously permitted within 72 hours of written notification from the Agent that the pet, in the Agent's sole judgment, creates a nuisance or disturbance or is, in the Agent's opinion, undesirable. If the pet is caused to be removed pursuant to this paragraph, the Agent will not be required to refund the Pet Fee; however, the Resident will be entitled to acquire and keep another pet of the type previously authorized.
- j. If the pet is not removed according to the written notification of the Agent above, a ground for immediate termination of the lease is created.

2. Pet Fee: Resident will pay a nonrefundable pet fee in the amount of \$ 300 (“Pet Fee”). Resident acknowledges that the amount of the Pet Fee is reasonable and agrees that the Agent will not be required to refund the Pet Fee in whole or in part. Resident agrees to reimburse Agent for any primary or secondary damages caused by any pet kept by Resident on the Premises, whether the damage is to the Premises or to any common areas used in conjunction with them.

3. Indemnity: Resident agrees to indemnify and hold Agent and Agent's agents harmless from any liability to third parties, which may result from Resident's keeping of such pet.

4. Pet References:

Veterinarian: _____ Phone: _____
Address: _____

5. Insurance:

Agency: _____ Phone: _____
Address: _____

6. Pet's Emergency Caretaker:

Name: _____ Phone: _____
Address: _____

