



Broadway Properties Sample Lease Agreement

1. RESIDENCY AND FINANCIALS

1.1: TENANTS

On this date, (Insert Date), this Lease Agreement is entered into and made effective between the "Landlord," Broadway Properties and the "Tenants," (Insert Name). If any "Cosigners/Guarantors please include here (Insert Name).

1.2: PREMISES

The Landlord desires to lease the following "Premises" to the Tenant (Insert Unit Address).

The Tenant or Cosigner/Guarantor has examined the Premises and warrants they are in good order and in clean, rentable condition. Wear and tear excepted, the Tenant shall surrender the Premises in as good a state as they were at the commencement of this Agreement, and agrees to pay for all costs incurred to restore the Premises to its original condition prior to the Tenant's possession.

1.3: USE

The Premises are authorized for the exclusive use as a single-family residence by the Tenant(s). No part of the Premises shall be used at any time for the purpose of carrying on any business or trade of any kind, or for any purpose other than as a private dwelling unit. The Tenant shall not assign or sublet or grant license for any other person to use or occupy the Premises without obtaining written consent to such use. Occupancy by any other person(s) not identified here for more than ten days during any six-month period is prohibited without prior written consent from the Landlord.

1.4: TERM

The Agreement shall commence on (Lease Start Date) and shall terminate on (Lease End Date). If the Tenant remains in possession after the Termination date and the Landlord accepts rent payment from the Tenant, this Agreement shall continue as a month-to-month lease that renews automatically each month until it is terminated by the Landlord or the Tenant by providing written notice to the other party at least 30 days before the date the next rent payment normally would have been due if this Agreement had continued.

1.5: RENT

Monthly rent payment is due each month on the 1st day of the month. The first rent payment, which shall be prorated if the Initial Term commences on a day other than the first day of the Payment Period, shall be due before the lease begins.

RETURN FEES: If a payment is returned unpaid (insufficient funds, cancelled check, account closed, etc.) the tenant has agreed to pay an additional \$25.00 for each returned payment.

LATE FEES: If rent payment is not received within five (5) days after it becomes due, the Tenant shall owe a late fee in an amount equal to five percent (5%) of the monthly rent.

1.6: SECURITY DEPOSIT

The security deposit (Monthly Rent Amount) is due upon the signing of this Agreement and is refundable. The Security Deposit may be used by the Landlord to pay for any damages or costs incurred from the Tenant's noncompliance with the terms of this Agreement. There will be a \$150.00 cleaning fee on a 1 bedroom units, a \$200.00 cleaning fee on 2 bedroom units and a \$300.00 cleaning fee on 3 bedrooms units. If any portion of the Security Deposit remains unused it shall be returned to the Tenant with an itemized list of deductions within 30 days after the Tenant has vacated from the Premises unless modified by addenda, the total security deposit is due on or before the date this Lease Contract is signed, and will be held in a trust account with Carolina Alliance Bank 1127 Hendersonville Rd. Asheville, N.C. 28803.

2. POLICIES AND PROCEDURES

2.1: RULES AND REGULATIONS

The Tenant and guests of tenants shall comply with and abide by all the Landlord's existing rules and regulations and such future reasonable rules as the Landlord may, at Landlord's discretion from time to time adopt governing the use and occupancy of the Premises and any common areas used in connection with them.

- No pets are allowed, with the exception of 3 bedroom units and the Bearwood complex.
- No smoking inside or outside of home. If unit smells of smoke or nicotine stains are found, additional charges may occur if damage exceeds security deposit.
- Tenant must notify Landlord of any additional guest that may be occupying the apartment as a resident and not on lease agreement. Additional occupants are required to fill out an application and pass a background check, otherwise they will be asked to leave.
- Tenant is required to dispose of trash and other waste appropriately in dumpster provides. If any trash is found outside of apartment, there will be a \$25.00 charge added to next month's rent.
- During icy and snowy weather it is the Tenant's responsibility to clear his walkway, patio, porch and stairs. Our staff will do our best to clear as soon as possible, but if Tenant has to leave apartment before we reach their Premises, they are leaving at their own risk.
- All TV's and music must be turned down to low volume after 10:00pm. Tenant may be subject to eviction for disruptive conduct including loud, boisterous music.
- No kegs allowed on Premises.
- If police are called to Premises this will be considered grounds for eviction at Lessor's discretion;
- State law prohibits tenants from using grills within ten feet of an apartment or house. Similar usage is prohibited under any structural overhang at any dwelling.
- No upholstered or unsightly furniture or equipment can be placed on the grounds or exterior of the dwelling unit, including porches and yards. Common hallways must be kept clear of any and all personal items. No hazardous materials may be kept on the Premises. Without notice and at the Tenant's expense, Lessor may remove and dispose of any aforementioned items.
- Tenant is not permitted on any exterior, roof surface.

- Tenant may keep a passenger vehicle on premises only if it is licensed, operable and moved regularly. Large commercial vehicles or vehicles with commercial writing or insignia on their exterior are not permitted. No vehicle repairs such as oil changes may be done on the premises. Vehicles must be parked only in a designated parking area, e.g. not on lawns. Vehicles not meeting these criteria will be towed without further notice and at owner's expense.
- Tenant is responsible for putting furniture pads under furniture legs to prevent scratches or indentations in linoleum flooring. Scratches require the floor to be refinished at the tenant's expense.
- Tenant will be notified of any repairs necessitated by tenant's negligence or inattention, and tenant will bear the cost of said repairs.

We have never had a bedbug problem. If bedbugs are introduced to the unit after move-in the tenant is responsible for immediate treatment. We recommend that tenants do not purchase a used mattress to use in our apartments. In addition, mattresses must be elevated off the floor. However, if tenant fails to notify us of bedbug problem, the tenant is responsible for full cost of eradicating infestation.

2.2: BREACH OF LEASE

(a) Default: If the Tenant violates, breaches, or defaults any section of this agreement Landlord may (at Landlord's option) file eviction proceedings without further notice to the Tenant(s).

(b) Landlord's Right to Possession: Regardless of whether Landlord terminates this lease or only terminates the Tenant's right of possession without terminating this lease, Landlord shall be immediately entitled to possession of the Premises and the Tenant shall peacefully surrender possession of the Premises to Landlord immediately upon Landlord's demand. In the event Tenant shall fail or refuse to surrender possession of the Premises, Landlord shall, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the Premises only through a summary ejectment proceeding.

(c) Summary Ejectment Fees: If a summary ejectment proceeding is instituted against Tenant, in addition to any court costs and past due rent that may be awarded. Tenant shall be responsible for paying Landlord the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee in accordance with NC General Statutes 42-46.

(d) Acceptance of Partial Rent: Tenant acknowledges and understand that Landlord's acceptance of partial rent or partial housing subsidy will not waive Tenant's break 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.

(e) Termination of Lease: In the event Landlord terminates this lease, all further rights and duties here under 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.

(f) 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 re-letting the Premises and then to the rentals due hereunder. In the event the rentals from such a 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.

Complaint-Filing Fee: 5% of rental payment

Court Appearance Fee: 10% of rental payment

Second Trial Fee 12% of rental payment

2.3: LANDLORDS DEFAULT

Limitation of Remedies and Damages: Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this lease and regardless of their duration shall any defective condition of or failure to repair, maintain, or provide any area, fixture or facility used in connection with recreation or recreational activities, including but not limited to swimming pools, club house, and tennis courts, hereunder. In any legal action instituted by the tenant against the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this lease and the reasonable rental value of the Premises, taking into account the Landlord's breach or breach, and in no event, except in the case of the Landlord willful or wanton negligence, shall the Tenant collect any consequential or secondary damages resulting from the break 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.

3. RESPONSIBILITIES

3.1: TENANT'S OBLIGATIONS

Unless otherwise agreed upon, the Tenant shall:

- (a) use the Premises for residential purposes only and in a manner so as not to disturb the other tenants;
- (b) not use the Premises for any unlawful or illegal purposes or occupy them in such a way as to constitute a nuisance;
- (c) keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition;
- (d) cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by tenant or guests;
- (e) comply with any and all obligations imposed upon tenants by applicable building and housing codes;
- (f) dispose of all ashes, rubbish, garbage and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
- (g) use a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances furnished as a part of the Premises;
- (h) not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all facilities, appliances and fixtures) or permit any person, known or unknown to the Tenant to do so;
- (i) pay the costs of all utility services to the Premises which are billed directly to the Tenant and not included as a part of the rentals, including but not limited to, water, electric, cable, internet, telephone and gas services;
- (j) conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises; and
- (k) not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises.

3.2: LANDLORD'S OBLIGATIONS

Unless otherwise agreed upon, the Landlord shall:

- (a) comply with the applicable building and housing codes to 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 that the Tenant shall be liable to the Landlord for an repairs necessitated by the Tenant's intentional or negligent misuse of the Premises;
- (c) keep all common areas, 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 Landlord as part of the Premises, including electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems, provided that the Landlord, except in emergency situations, actually receives notification from the Tenant in writing of the needed repairs, and
- (e) within a reasonable period of time based upon the severity of the conditions, repair any imminently dangerous conditions on the Premises after acquiring actual knowledge or receiving notice of the condition. Notwithstanding Landlord's repair or remedy of any imminently dangerous condition, Landlord may recover from Tenant the actual and reasonable costs of repairs that are the fault of Tenant.

3.3: SERVICE OBLIGATIONS

Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall 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. Within thirty (30) days of the Beginning Date of this Lease, Tenant shall provide Landlord with a copy of any requested information about any Service Obligation for which Tenant has agreed to be responsible. Any Service Obligation not designated below shall be the responsibility of Tenant unless the parties agree otherwise in writing. If Landlord supplies utilities for heating or cooling, thermostat settings will be set at maximum temperature of 72 degrees for heating, and a minimum cooling temperature of 72 degrees for air conditioning.

Tenant's Service Obligations:

(Insert Applicable Utilities)

Landlord's Service Obligations:

(Insert Applicable Utilities)

3.4: REPLACEMENTS:

The Landlord shall provide operable smoke alarms, with battery-operated or electrical. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke alarm. The Landlord shall place new batteries in any battery-operated smoke detector at the beginning of the Initial Term of tenancy and the Tenant shall notify Landlord for battery replacement as needed during the tenancy.

The Landlord shall place new light bulbs at the beginning of the Initial Term of tenancy and the Tenant shall replace the light bulbs as needed during tenancy.

3.5: DUTIES UPON TERMINATION:

Tenant's Duties Upon Termination: Upon any termination of the Tenancy created hereby, whether by the Landlord or the Tenant and whether for breach or otherwise, the Tenant shall:

- (1) Pay all utility bills due for service to the Premises for which he is responsible have all such utility services discontinued;
- (2) Vacate the Premises removing therefrom all Tenant's person property of whatever nature;
- (3) Properly sweep and tidy the Premises, removing therefrom all rubbish, trash, garbage and personal property. If you need to make arrangements to have furniture removed from unit, please make an appointment with a charitable organization. Do not place furniture or large items in dumpster, if you do you will be charged a \$100 fee. We will also remove it for a \$50.00 fee;
- (4) Make such repairs and perform such other acts as are necessary to return the Premises in the same condition as when the Tenant took possession of the Premises, and if any appliances or fixtures furnished in connection with the Premises are left excessively dirty (i.e. mildew in grout or baked on food in the oven or stove eyes) there will be extra charges in addition to the cleaning fee. However, Tenant shall not be responsible for ordinary wear and tear for repairs required by law above to performed by Landlord;
- (5) Fasten and lock all doors and windows;
- (6) Return to the Landlord all keys to the Premises; and
- (7) Notify the Landlord of the address to which the balance of the Security Deposit may be returned. If the Tenant fails to sweep out and tidy the Premises, Tenant shall become liable, without notice or demand, to the Landlord for the actual costs of cleaning (over and above ordinary wear and tear), which may be deducted from the Security Deposit.

4. GENERAL CLAUSES:

4.1: RIGHT OF ENTRY

Landlord hereby reserves the right to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and the Tenant's compliance with the terms of this lease; (2) making such repairs, alterations, improvements or additions thereto as the Landlord may deem appropriate; and (3) showing the Premises to prospective purchasers or tenants. Landlord shall also have the right display "For Sale" or "For Rent" signs in a reasonable manner upon the Premises.

4.2: DAMAGES

Tenant shall be responsible for and liable to the Landlord for all damage to, defacement of, or removal of property from the Premises whatever the cause, except such damage, defacement or removal cause by ordinary wear and tear, acts of the Landlord, his agent, or of third parties not invitees of the Tenant and natural forces. Tenant agrees to pay Landlord for the cost of repairing any damage for which Tenant is responsible upon receipt of Landlord's demand therefore, and to pay the Rent during the period the Premises may not be habitable as a result of any such damage.

4.3: APPLICATION

In the event the Tenant has submitted a Rental Application in connection with this lease, Tenant acknowledges that the Landlord had relied upon the Application as an inducement for entering into this Lease and Tenant warrants to Landlord that the facts stated in the Application are true to the best of Tenant's knowledge. If any facets stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting therefrom.

4.4: ALTERATIONS

The Tenant shall not paint or alter the walls. When hanging items use small nails only in studs of wall (no adhesive hangers on walls or doors.) Holes from nails will need to be patched before moving out. No alterations, additions, or improvements in, to, on or about the Premises are allowed without the Landlord's prior written consent. And then, if approved by the Landlord, only using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in

such manner as the Landlord may approve. All alterations, additions, and improvements upon the Premises, made by either the Landlord or Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

4.5: OCCUPANTS:

The Tenant shall not allow or permit the premises to be occupied or used as a residence by any person other than Tenant and the Permitted Occupants.

4.6: MISCELLANEOUS TERMS & CONDITIONS

Terms and Conditions: (a) if there is an Agent involved in this transaction, Agent hereby discloses to Tenant that Agent is acting for and represents Landlord.

(b) Itemize all addenda to this Contract and attach hereto: Maintenance Addendum, Pet Addendum, and Mold Addendum.

Inspection of Premises: Within 3 days of occupying the Premises. Tenant has the right to inspect the Premises and complete a Move-in Inspection Form.

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

Tenant: The address of the Premises

Landlord: the address to which rental payments are sent.

Execution: When Tenant signs this lease, it acknowledges he has read and agrees to the provisions of this lease. This lease is executed in 1 counterpart with an executed counterpart being retained by each party.

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

4.7: FORM

The Landlord and Tenant 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 Landlord and Tenant agree that the courts shall liberally and broadly interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either the Landlord or the Tenant; (3) paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this lease; (4) words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate; and (5) the invalidity of one or more provisions of this lease shall not affect the validity of any other provisions hereof and this lease shall be construed and enforced as if such invalid provision(s) were not included.

4.8: SUBLETS

The Tenant shall not assign this lease or sublet the Premises in whole or part without express consent of Landlord.

4.9: WAIVER

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

4.10: LIABILITY

Joint and Several Liability: If there are multiple persons listed as Tenant and/or Cosigner/Guarantor, their obligations under this Agreement shall be joint and several.