

# INDIVIDUAL LEASE CONTRACT

Phone # \_\_\_\_\_

THIS CONTRACT, made as of this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_\_ between HOLTON MOUNTAIN RENTALS (Holton Management, Inc.) as

Agent for the Owners(s) \_\_\_\_\_, hereinafter called Landlord,  
and \_\_\_\_\_, hereinafter called Tenant.  
(Name)

**WITNESSETH:** That, subject to the terms and conditions set forth by: this Individual Lease Contract, Rules & Regulations in Article II, Individual Lease Contract Addendum in Article IV and terms and conditions as may be stipulated by separate, but integral documents, Landlord does hereby rent unto Tenant, and Tenant does hereby take as Tenant under

Landlord, the Bedroom number \_\_\_\_\_ hereinafter referred to as the Bedroom, in the dwelling unit known as and located at:

\_\_\_\_\_  
(Unit #) (Complex or Building) (Address)  
along with the right to use and share in common the shared areas of dwelling unit which include the living room, kitchen, bathroom(s), laundry room, storage room, closets, decks, and any other rooms rented as part of dwelling unit, etc. Excepted from the shared area is the Bedroom, the Bedroom closet(s), and any bathroom that is leased by Landlord for the exclusive use of another Tenant. The shared areas of dwelling unit are to be used and shared with other Tenants of the dwelling unit and such other Tenant's: family, roommates, girlfriend, boyfriend, friends, servants, invitees, agents, guests, etc... **Landlord has the right to lease the other bedrooms in dwelling unit to other individual tenants and give them the same rights and responsibilities in common with you for the shared areas and common areas as defined by this Individual Lease Contract.**

This dwelling unit is: \_\_\_\_\_ **Unfurnished** except as noted on the Inventory and Inspection Checklist, \_\_\_\_\_ **Furnished**, inventory to be provided when Tenant checks into bedroom. See "Inventory" (Article I, Section 13).

IN ADDITION THERETO, IT IS HEREBY AGREED AS FOLLOWS:

## ARTICLE I (SECTIONS 1 through 21)

### CHECK-IN TIME BY APPOINTMENT ONLY.

**1. TERM:** The Tenant's right of possession and the term of this Individual Lease Contract shall begin at 3:00 pm on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

or the date and time Landlord tenders possession of the Bedroom to Tenant, and shall end at 10:00 am on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_. Any given calendar month in which Tenant is entitled to occupancy for twenty-eight (28) days or more shall be counted as a full month for the purposes of this Lease Contract, including without limitation proration of rent, or other monthly fees to be paid to Landlord. For more details on proration see "Rent" (Article II, Section 55). Tenant understands that if he moves out before the end of Individual Lease Contract or fails to move in, he is responsible for finding a suitable replacement tenant to take over the Individual Lease Contract, and if he does not do this, he is responsible for paying all rent etc... until a suitable replacement tenant can be found. This Individual Lease Contract runs for a specified period of time. If Tenant breaks this Individual Lease Contract, he will be expected to pay and comply with the following: 1) All rent except as stated in "Tenant's Default" (Article II, Section 62) and "Assignment" (Article II, Section 4); 2) Advertising costs; 3) An \$85.00 administrative fee for Landlord's time and effort in the re-renting of the Bedroom and dwelling unit (this includes answering the phone and showing the Bedroom and dwelling unit). This administrative fee is cut to \$45.00 if Bedroom and dwelling unit rented same day; 4) Any damage that must be repaired to make the Bedroom and/or dwelling unit rent-ready; 5) Cost of re-renting the Bedroom after breach by Tenant; 6) All other terms and conditions of this Individual Lease Contract; and 7) "Vacating and Checking Out" (Article II, Section 68), of this Individual Lease Contract. Tenants that hold over past the end of the rent term create a tenancy-at-will and shall pay holdover rent at the rate of one hundred twenty dollars (\$120.00) per day or part of a day until the Bedroom and dwelling unit is vacated by Tenant. See "Holdover Rent" (Article II, Section 25) for more details. **BREAKING A LEASE IS COSTLY!!!**

**2. DELIVERY DATE OF BEDROOM:** Landlord has not guaranteed a specific delivery date for the Bedroom and Tenant will only be charged rent from the later of the beginning date specified at the first of this Individual Lease Contract "Term" (Article I, Section 1) or the date Landlord tenders possession of the Bedroom to Tenant. See "Possession" (Article II, Section 50).

**3. POSSESSION PRIOR TO BEGINNING DATE OF LEASE; USE OF TEMPORARY PREMISES:** If permission is given to Tenant to enter into possession of the Bedroom prior to the date specified for the beginning date of the term of this Individual Lease Contract and/or to occupy any bedroom and/or dwelling unit of Landlord other than the Bedroom designated on this Individual Lease Contract at any time, Tenant covenants and agrees that such occupancy shall be deemed to be under all of the terms and conditions of this Individual Lease Contract with the rent provided for under this Individual Lease Contract to be prorated for such period of occupancy unless otherwise agreed to between the parties.

**4. MONTHLY RENT:** As rent Tenant shall pay a monthly sum of \$\_\_\_\_\_, payable monthly in advance, without notice, deduction, setoff or demand on or before the first day of the month for which rent is due to the designated office of **HOLTON MOUNTAIN RENTALS, or mailed to HOLTON MOUNTAIN RENTALS, 480 HWY 105 EXTENSION, BOONE, NORTH CAROLINA 28607**, and Post Marked by the first day of the month. **PAYMENTS ARE TO BE PAID BY CHECK, AND/OR MONEY ORDER. CASH NOT ACCEPTED FOR YOUR SECURITY AND LANDLORD'S.** See "Payments" (Article II, Section 46).

**5. LATE FEES:** Rent is due in full on or before the first day of each month by 5:00 pm and that is when Landlord expects rent to be paid. Rent is LATE if not paid by 5:00 pm on the first day of the month. Rent received before 5:00 pm on the sixth (6<sup>th</sup>) day of the month in which it is due will not be penalized with a late fee. After 5:00 pm on the sixth (6<sup>th</sup>) day of the month a late fee of five percent (5%) of the monthly rental amount (as stated in (Article I, Section 4) of this Individual Lease Contract) will be incurred and added to the total of the past due rent. Partial payments of rent will not relieve Tenant from late fees. Check writing is a privilege that the Landlord may suspend or discontinue at any time and require that Tenant make payment with a money order. There will be a **TWENTY-FIVE (\$25.00)** handling fee for any check for each time it is refused payment by any bank. Also, if Tenant's check is refused for any reason by a bank or whomever it is drawn on, it is just the same as if Tenant has not paid his rent on time, and Tenant will be responsible for paying any late fees that are charged for late payment. Landlord also reserves the right to seek enforcement of the returned check pursuant to N.C.G.S. 6-21.3.

**6. ADDITIONAL RENT:** Prior to occupancy and possession of the Bedroom, Tenant agrees to pay an additional rent of \$\_\_\_\_\_. This is in addition to Tenant's monthly rent as stated in (Article I, Section 4) of this Individual Lease Contract and is deemed earned upon execution of this Individual Lease Contract.

**ADDITIONAL RENT IS NOT REFUNDABLE AND LANDLORD CAN USE IT FOR WHATEVER HE WANTS, JUST LIKE MONTHLY RENT.**

**7. ASSIGNMENT AND GUESTS:** Tenant shall not assign, sublet, be released from or otherwise transfer his interest in this Individual Lease Contract, or any part thereof, without the prior written consent of Landlord. Such consent may be withheld in the sole and absolute subjective discretion of Landlord. For more details see "Assignment" (Article II, Section 4) of this Individual Lease Contract.

The Bedroom and dwelling unit shall be used for residential purposes only and occupants of the Bedroom shall be limited to **ONE** occupant. Tenant shall not allow or permit the Bedroom and/or dwelling unit to be occupied or used as a residence by any other person other than those parties Landlord has specified in Individual Lease Contracts for each Individual Tenant, leasing a bedroom in dwelling unit. If the Bedroom is occupied as a residence by other than the person authorized, then **Tenant agrees to pay \$100.00 per day extra rent, per additional person** as stated in "Overnight & Long-Term Guests" (Article II, Section 41) and can be held in default of this Individual Lease Contract.

**8. SECURITY DEPOSIT:** Tenant agrees to pay Landlord a Security Deposit of \$\_\_\_\_\_ and Landlord shall hold this deposit as security during the term of this Individual Lease Contract. Said deposit may be used for any of the purposes as are set forth in North Carolina General Statutes Section 42-51. Landlord agrees to refund to Tenant the security deposit in full, less any past due rent, damages or costs, within thirty (30) days to Tenant's last known address after termination of this Individual Lease Contract. This Individual Lease Contract is made, delivered and accepted with the understanding that should damages, or costs for repairs exceed the amount of the deposit, then in that event Tenant does hereby agree to pay such additional damages or costs immediately upon notification of damages. Tenant understands that, the entire security deposit can and will be held and may be used for any purposes set forth in North Carolina General Statutes Section 42-51. After damages are assessed, Tenant will receive whatever balance is owed to Tenant. For more information see "Damage and Security Deposit" (Article II, Section 12). Also, Tenant understands that if there is any breakage or damage during the course of Tenant's occupancy and the item(s) need to be repaired, Tenant is then responsible for the cost of repair or replacement at that time.

**9. DEPOSITS: TENANT AGREES THAT LANDLORD HAS TENANT'S AUTHORIZATION TO PLACE TENANT'S SECURITY DEPOSIT IN AN INTEREST BEARING ESCROW ACCOUNT AT BB&T BANK, 971 BLOWING ROCK ROAD, BOONE, NORTH CAROLINA 28607 WITH ALL INTEREST ACCRUING FOR THE SOLE BENEFIT OF LANDLORD AND/OR HIS ASSIGNS AND MAY BE WITHDRAWN BY LANDLORD AT ANY TIME. ALSO TENANT AGREES THAT LANDLORD HAS THE SAME AUTHORIZATION FOR ANY SUB-TENANT OF TENANT.**

**10. PETS:** Tenant agrees that at no time shall any animal or pet of any kind, including but not limited to, dogs, cats, birds, spiders and snakes, be kept or harbored in or about the dwelling unit by Tenant or his guest(s) without written permission of Landlord. Tenant agrees that he is responsible for paying an **extra rent of \$200 per day or partial day for each day a pet** is in or about the dwelling unit or premises and Tenant doesn't have Landlord's written permission to have that pet. See "Pets" (Article II, Section 47) for more details.

**11. EQUAL HOUSING OPPORTUNITY:** Landlord shall conduct all rental activities in regard to this agreement without respect to the race, color, religion, sex, national origin, handicap or familial status of any Tenant.

**12. UTILITIES AND SERVICES:** Landlord will pay all charges for expanded basic cable tv service, internet access, water, sewer, trash pickup at dumpster, and up to Tenant's electricity utility allowance used in the Bedroom and/or dwelling unit during the term of this Individual Lease Contract. **However, Tenant shall for each four month period in which the total of such charges exceed the electricity utility allowance established by Landlord pursuant to written notices served upon Tenant, immediately reimburse Landlord as other rent Tenant's pro-rata share of such excess utility charges for electricity.** Landlord agrees to bill Tenant after the end of each four month period for any such amount of excess utility charges and Tenant agrees to pay said other rent for such excess utility charge, the first of the month following such billing. Landlord further agrees to make available utility bills and all calculations determining Tenant's pro-rata share in Landlord's office for a month following said billing. For Kensington Meadows, the only two utilities that Landlord will bill Tenant for is propane gas for the gas logs and electricity if Tenant exceeds the utility allowance for electricity as listed below. See the section "Gas Logs" in Article IV, Individual Lease Contract Addendum for details on how Tenant pays for propane gas for gas logs.

**TENANT AGREES AND UNDERSTANDS THAT LANDLORD IS NOT RESPONSIBLE FOR SNOW AND ICE REMOVAL**

Tenant's share for electricity will be computed as follows: the first four month period for billing purposes will begin at the start of the electric company's regular monthly billing cycle in August of each year. After Landlord receives the electric company's bills for each four month period of Tenant's occupancy, Landlord will total the electric bills for that four month period for the said dwelling unit and divide them by the number of bedrooms in said dwelling unit. For each period during this Individual Lease Contract, allowable charges for electricity, before the charges are considered excessive, are not to exceed the electricity utility allowance amount of

\$\_\_\_\_\_ per bedroom for a four bedroom dwelling unit, per four month period. Tenant will receive no reduction, discount, abatement, or prorating of Tenant's rent when Tenant's utility usage is less than the electricity utility allowance for each four month period. Tenant must pay for own phone service. See the section "Phone Service" (Article IV, Individual Lease Contract Addendum). Tenant agrees to keep heat on and set at between 68 and 72 degrees and air conditioning (if available) set at between 70 and 74 degrees to allow for reasonable levels of comfort. Landlord only pays for super value basic cable TV service. Tenant is responsible for paying for any additional cable TV services such as HBO, etc. Landlord provides one cable TV hookup per Tenant. Tenant is not allowed to install a window air conditioner without Landlord's permission. Tenant is also required to provide Landlord with the telephone number for his dwelling unit, his cell phone, and e-mail as soon as they are connected and available, agrees to keep them current and Tenant grants Landlord permission to use them to contact Tenant for whatever purposes Landlord deems necessary. By signing this Individual Lease Contract, Tenant hereby gives utility or service provider (electric, cable, phone, propane gas, oil, kerosene, water and sewer or other utility or service provider) permission to give his account information including: status of account, payments, amount of usage, and monthly billing amounts to Landlord at anytime for whatever reason.

**13. INVENTORY:** Tenant acknowledges receipt of the furnishings listed in the Inventory and Inspection Checklist in the condition stated therein, which is attached hereto, upon occupancy as a part of this Individual Lease Contract. Also see "Fixtures, Appliances, Etc..." (Article II, Section 19) for conditions on inventory and furnishings.

**14. LAWN CARE:** Tenant is \_\_\_\_\_, is not \_\_\_\_\_, responsible for lawn maintenance at his dwelling unit. If Tenant is responsible, such care includes, but is not limited to, mowing the yard at frequent intervals, raking leaves when needed and weeding of all flower and shrubby beds. If Tenant is responsible for lawn maintenance but fails to perform any of those responsibilities, then Landlord may hire a competent local tradesman without notice to Tenant to perform such responsibilities and Tenant shall be responsible for his pro-rata share of such expense.

**15. NOTICES:** Notices may be served upon Tenant in any of the following ways: in person, by certified mail, by posting on Tenant's door at the address of the dwelling unit, or by e-mail at the e-mail address provided by Tenant whether or not said notice, mailing and/or e-mail is accepted by Tenant. Notices may be served upon Landlord by certified mail at the address to which rental payments are mailed.

**16. PARKING:** Tenant agrees to park on the dwelling parking lot no more than \_\_\_\_\_car(s) in his assigned space(s) as assigned.

For parking rules and regulations see "Parking" (Article II, Section 43) and ask for a copy of any specific Parking Policies that apply to your premises.

**17. RECEIPT:** Each of the parties acknowledges receipt of a copy of this Individual Lease Contract. Further, Tenant(s) agrees to comply with the Rules & Regulations in Article II, and the Individual Lease Contract Addendum in Article IV, copies of which are provided with this Individual Lease Contract and made a part hereof as if fully set out herein. Tenant also agrees that, if the dwelling unit he lives in is governed by a condo or property owner's association, that he will abide by the condo documents and any rules and regulations of the association.

**18. SEVERABILITY:** In the event any portion of this Individual Lease Contract shall be determined to be invalid under applicable law, such provision shall be deemed void and the remainder of this Individual Lease Contract shall continue in full force and effect.

**19. ENTIRE AGREEMENT:** This Individual Lease Contract contains the entire agreement of the parties and there are no representations, inducements, or other provisions other than those expressed herein in writing, except as pertains to any representations made by Tenant to Landlord as inducement for Landlord to enter into this Individual Lease Contract and to accept Tenant as a Tenant hereunder, which said representations are specifically incorporated herein, and except for the Rules & Regulations in Article II, Inventory and Inspection Checklist, Individual Lease Contract Addendum in Article IV, rental guarantees/co-signer (if requested) and any other written addendum hereto (if applicable), all of which are made a part of this Individual Lease Contract. All changes, additions or deletions hereto must be in writing and signed by all parties unless excepted elsewhere in this Individual Lease Contract. Failure of either party to abide by this provision shall not be a waiver or release of this provision in the future.

**20. ADDITIONAL TERMS OR CONDITIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**21. Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards:**

**Lead Warning Statement:**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not properly taken care of. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.*

**LANDLORD'S DISCLOSURE (initial)**

RuH (a) Presence of lead-based paint and/or lead based paint hazards (check one below):

Known lead-based paint and /or lead-based paint hazards are present in the housing.  
(explain) \_\_\_\_\_

Landlord has no knowledge of lead based paint and/or lead-based paint hazards in the housing.

RuH (b) Records and reports available to the Landlord

Landlord has provided the Tenant with all available records and reports pertaining to lead-based paint and /or lead-based paint hazards in the housing.

Landlord has no reports or records pertaining to lead-based paint/ or lead based paint hazards in the housing.

**TENANT'S ACKNOWLEDGEMENT (initial)**

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

\_\_\_\_\_ (d) Tenant has received the pamphlet **Protect Your Family From Lead In Your Home.**

**AGENT'S ACKNOWLEDGEMENT (initial)**

RuH (e) Agent has informed the Tenant of the Landlord's obligations under 42 U.S.C. 4582 (d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy: The following parties have reviewed Article I, Section 21, the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, above and certify, to the best of their knowledge, that the information provided by signatory is true and accurate. Also, in testimony whereof, said parties have executed this Individual Lease Contract in multiple originals, a copy of which is retained by each of the parties, the day and year first above written. The undersigned certify that they have read and agree to the above terms and conditions of occupancy.

Tenant also hereby certify that they have read and received a copy of the Rules & Regulations, Article II, dated **JANUARY 1, 2004** and a copy of the Individual Lease Contract Addendum, Article IV.

**NOTICE: THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.**

Landlord: \_\_\_\_\_ Owner(s) by: \_\_\_\_\_

dba HOLTON MOUNTAIN RENTALS  
(HOLTON MANAGEMENT, INC.), Agent for the owner(s)

I, \_\_\_\_\_  
(Tenant)

Leasing Agent's Initials \_\_\_\_\_

DWELLING UNIT BEING LEASED MAY BE OWNED BY A NORTH CAROLINA REAL ESTATE LICENSEE