

# 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.  
(Names)

**WITNESSETH:** That, subject to the terms and conditions set forth by this Lease Contract in Article I, Rules & Regulations in Article II, Roommate Responsibility Agreement in Article III (if applicable) 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 dwelling unit known as and located at:

(Unit #) (Complex or Building) (Address)  
This dwelling unit is: \_\_\_\_\_ **Unfurnished** except as noted on the Inventory and Inspection Checklist, \_\_\_\_\_ **Furnished**, inventory to be provided when Tenant checks into dwelling unit. 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 Lease Contract shall begin at 3:00 pm on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, or the date and time Landlord tenders possession of the dwelling unit 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 Lease Contract or fails to move in, he is responsible for finding a suitable replacement tenant to take over the 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 Lease Contract runs for a specified period of time. If Tenant breaks this 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 dwelling unit (this includes answering the phone and showing the dwelling unit, redoing all necessary paperwork, etc.). This administrative fee is cut to \$45.00 if dwelling unit is re-rented same day; 4) Any damage that must be repaired to make this dwelling unit rent-ready; 5) Cost of re-renting the dwelling unit after breach by Tenant; 6) All other terms and conditions of this Lease Contract; and 7) "Vacating and Checking Out" (Article II, Section 68), of this 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 dwelling unit is vacated. See "Holdover Rent" (Article II, Section 25) for more details. **BREAKING A LEASE IS COSTLY!!!**

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

**3. POSSESSION PRIOR TO BEGINNING DATE OF LEASE; USE OF TEMPORARY PREMISES:** If permission is given to Tenant to enter into possession of the dwelling unit prior to the date specified for the beginning date of the term of this Lease Contract and/or to occupy any dwelling unit of Landlord other than the dwelling unit designated on this 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 Lease Contract with the rent provided for under this 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, P.O. BOX 3075, BOONE, NORTH CAROLINA 28607**, and Post Marked by the first day of the month. EACH TENANT SHALL BE JOINTLY AND SEVERALLY LIABLE for the monthly rent payment, late fees, extra rent, other rent, additional rent, payments, fees, utility and service charges, fines, damages, services, repairs, maintenance, and replacements, etc that are owed and are to be paid to the Landlord or others. Tenant understands this means that if his roommate(s) (as applicable) moves out, he will be responsible for paying the total amount of the monthly rent payment, late fees, extra rent, other rent, additional rent, payments, fees, utility and service charges, fines, damages, services, repairs, maintenance, and replacements, etc to be paid to Landlord through the end of the Lease Contract. Any roommate(s) moving in or out also remain(s) responsible for making sure the entire rent, and any other monies due Landlord are paid. In addition, all Tenant(s) remain responsible for making sure the entire terms and conditions of this Lease Contract are met. **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 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 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 dwelling unit, 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 Lease Contract and is deemed earned upon execution of this 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 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 Lease Contract.

The dwelling shall be used for residential purposes only and occupants of the dwelling unit shall be limited to \_\_\_\_\_ occupants. Tenant shall not allow or permit the dwelling unit to be occupied or used as a residence by any other person other than those parties specified in this Lease Contract or named

as an authorized occupant as follows: \_\_\_\_\_  
If the dwelling unit is occupied as a residence by other than the person(s) 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 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 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 Lease Contract. This Lease Contract is made, delivered and accepted with the understanding that should past due rent, 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, even though several Tenants may have divided the security deposit among them, 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, reptiles, 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:** THERE ARE NO UTILITIES OR SERVICES (HEREINAFTER REFERRED TO AS UTILITIES) INCLUDED IN THE MONTHLY RENT (ARTICLE I, SECTION 4) UNLESS you have shared utilities or it is stated elsewhere in this Lease Contract that certain utilities are included in the monthly rent. If Tenant's dwelling unit has individual meter(s) or hookup(s) for utilities, then Tenant will be responsible for having them put in Tenant's name when Tenant's Lease Contract starts. Tenant is responsible for paying all utility charges directly to utility companies, unless specified elsewhere in Lease contract and except any shared utilities that are included as part of the monthly rent figure shown above in "Monthly Rent" (Article I, Section 4).

Tenant(s) dwelling has \_\_\_\_\_, does not have \_\_\_\_\_, shared utilities. Most older buildings have shared utility charges which are included as part of the monthly rent and most newer buildings do not. Shared utilities are water service, sewer service, and trash service (if applicable) which are included as part of the monthly rent (Article I, Section 4). Trash pickup is included in the monthly rent if the building that Tenant's dwelling unit is in has a dumpster for trash removal. Otherwise trash pickup is not included unless stated otherwise in this Lease Contract. Tenant(s) is responsible for paying for any utility charges that are due because Tenant failed to put utilities in their name or that Landlord has to pay for Tenant, because of Tenant's failure to pay or purchase required utilities. Maintenance of heating and electrical systems is Landlord's responsibility unless caused by Tenant's negligence. Tenant is required to have the following utilities hooked up and in working order at all times: phone, electricity, water, sewer and, if applicable, oil, kerosene, natural or propane gas heat. If dwelling unit has oil, kerosene, propane gas heat, Tenant is required to keep sufficient oil, kerosene or propane gas in the tank at all times. Tenant is required to keep heat on and working at all times during cold weather months of Oct 15– April 15 at a minimum of fifty to fifty five degrees.

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

For more information on gas logs see "Gas Logs" (Article II, Section 22). Tenant is also required to provide Landlord with the telephone number for his dwelling unit, his cell phone and E-mail address 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 Lease Contract, Tenant hereby gives utility or service provider (electric, cable, phone, natural or 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 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 shrubbery 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 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 Lease Contract. Further, Tenant(s) agrees to comply with the Rules & Regulations in Article II, a copy of which is provided with this 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 Lease Contract shall be determined to be invalid under applicable law, such provision shall be deemed void and the remainder of this Lease Contract shall continue in full force and effect.

**19. ENTIRE AGREEMENT:** This 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 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, Roommate Responsibility Agreement in Article III (if applicable), rental guarantees/ co-signer (if requested), pet addendum (if applicable) and any other written addendum hereto (if applicable), all of which are made a part of this Lease Contract. All changes, additions or deletions hereto must be in writing and signed by all parties unless excepted elsewhere in this 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 AND/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)**

Ruff (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.

Ruff (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)**

Ruff (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 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(s) 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 Roommate Responsibility Agreement, Article III (if applicable).

**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)

1. \_\_\_\_\_ 3. \_\_\_\_\_ 5. \_\_\_\_\_  
(Tenant) (Tenant) (Tenant)

2. \_\_\_\_\_ 4. \_\_\_\_\_ 6. \_\_\_\_\_  
(Tenant) (Tenant) (Tenant)

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

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