

Residential Rental Agreement | PG Management Group, LLC

Landlord, Tenant, and Address: This agreement (hereinafter "Lease") is between **PG Management Group, LLC** (hereafter "Manager") and _____ (hereafter "Tenant"). Manager leases to Tenant and Tenant leases from Manager the property known as _____, City _____, County _____, Zip _____, **North Carolina** (hereafter "Property") under the following conditions:

"Premises" and "Property" shall include both the inside and outside of any dwelling unit, and any exterior areas such as any front/back yard, in Tenant's exclusive control.

1. Occupants: All adults intending to occupy Property are listed above and agree to sign this Lease. Tenant warrants the above-mentioned persons (along with their minor children) shall be the only occupants of the Property except for short-term visitors. Total number of adults and minors occupying Property shall not exceed Tenants noted above and other permitted occupants (noted below), without written permission of Manager. Tenant shall be subject to a fine of \$500 for any violation of this paragraph and Tenant agrees to pay any such fine upon receipt of Managers demand, therefore. Payment for such fine shall not permit any person for whom the fine was imposed to occupy or use the property as a residence.

Additional Occupants: _____

2. Original Term and Renewals: (a) This Lease shall begin on _____, (Rent starts on this date regardless of day of possession) and end at 12:00/midnight on _____ (hereinafter "Anniversary Date"). If Tenant takes possession prior to the start date listed herein, the terms of this Lease shall apply from the day of possession. If there is a delay in delivery of possession by the Manager, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning of the original term, then the Tenant may void this Agreement and have a full refund of any deposit. Manager shall not be liable for damages caused by a delay except as noted in this paragraph. If Tenant delays in taking possession within seven (7) days of the agreed-upon beginning date, they shall forfeit all deposits and be responsible for rent, utilities, and lawn care until the day the Property is occupied by a new tenant. (b) **Automatic Renewable Term Of Lease:** At the Anniversary Date, and subsequent Anniversary Dates, this Lease shall automatically renew for twelve (12) months with a 5% monthly rental increase, unless either party provides the other written notice, sent by US Mail, at least 60 days prior to an Anniversary Date, of their desire not to renew at prearranged terms or intent to vacate. (c) **Right to Terminate:** Either party may terminate this Lease without penalty, on an Anniversary Date, with written notice given at least 60 days prior to the Anniversary Date. (d) **Notice: Verbal notice is insufficient under any circumstance.** Written notice must be made by US Mail, and at least 60 days prior to an Anniversary Date. Once written notice is provided, termination of a tenancy shall occur on the last day of the month.

3. Rent: (a) **Amount:** Rent of _____ (hereafter the "Current Rent") is payable monthly in advance and is due the first of each month prior to 6th or it is considered "late." The Rent start date has been established in stipulation 2(a) by agreement between the parties and may be different than the move-in date. (b) **Late Charge:** If rent is not received within five (5) days of the date and time defined herein, Tenant agrees to pay a late fee of five percent (5%) of the rent amount. Payments sent via US mail are done so at the sender's own risk. Rents will be considered unpaid until actually received by the Manager. (c) **Rent Payments:** You are welcome to use checks or Certified Funds to pay the rent. The processing fee is \$25 if mailed or dropped off at our office. If rent is late, or your bank, for any reason, refuses any payment, said payment and fees must be made by certified funds, unless notified by Management. If any payment is returned, the Tenant agrees to pay a \$35 fee (plus the late charge) as described above. Manager may, upon 5 days written notice, require certified funds for any reason. (d) **Allocation of Payments:** All funds received from Tenant shall first be applied to rent, then to the oldest outstanding charge on the ledger. (e) **Prohibition Against Withholding Rent for Repairs:** Tenant is prohibited from making any repairs/renovations to the home without the express written consent of the Manager. In the event the Tenant chooses to make any repairs/maintenance to the Property, with or without the consent of Manager, Tenant shall not under any circumstance deduct the sums of those repairs from any rents or fees due to Manager. (f) **Month-to-Month Extension:** Should Manager grant a month-to-month extension of the Lease, the Tenant agrees to pay a monthly administrative fee of \$75 plus rent of 115% of the then Current Rent. If the Lease is Month-To-Month parties agree to give each other a 45-day notice to vacate. (g) **Additional Monthly Fees:** If any, are indicated and agreed upon by the Official Notice of Approval. (h) **Monitoring Tenant's Credit:** Tenant hereby gives Manager permission to monitor/report Tenants payment history, during and after occupancy of the Property until all unpaid charges have been paid by Tenant.

4. Security Deposit: (a) Tenant agrees to pay Manager _____ as a security deposit for the fulfillment of Tenant's obligations under the terms of this Lease. The security deposit only will be returned without interest within one (1) month after the termination of this Lease, or the surrender and acceptance of the Property, unless retained by the Manager for such causes as provided in this Lease. (b) Tenant acknowledges and agrees that said security deposit may be placed in an interest-bearing account and that Manager will retain the interest

earned on the said deposit. The security deposit shall be deposited and held in an Escrow Account with Bank of America which may change from time to time with written notice to the Tenant. **(c)** Manager may use, apply or retain all or part of the security deposit to the extent required for the payment of any sum which Tenant owes to Manager herein, or for any sum which Manager (or the owner) may expend for actual damages (normal wear and tear excepted) arising out of or related to Tenant's abandonment of the Property or default in respect to any of the terms or provisions of the Lease, (provided that Manager attempts to mitigate said actual damages), and including, but not limited to any repair, replacement, cleaning or painting of the Property rendered necessary or desirable by reason of the negligence, carelessness, accident or abuse by Tenant or the invitees, guests, or members of Tenant's household beyond ordinary wear and tear, or to pay (or apply against) any other amounts owed by Tenants to Manager as permitted by law. **(d)** The application of the security deposit shall at all times be at the sole discretion of Manager in accordance with this Lease and the law. The appropriation of all or part of this security deposit shall not be an exclusive remedy for Manager, but shall be cumulative and in addition to all other remedies of Manager at law or under this Lease. **(e)** Notwithstanding the above, if there is a bonafide dispute over the security deposit, Manager may, upon notice to all parties having interest in the security deposit, interplead the funds into a court of competent jurisdiction. Tenant agrees to indemnify and hold Manager harmless from and against all claims, suits and damages arising out of or related to the actions by Manager of its duties hereunder regarding the handling of the Tenant's security deposit. **This security deposit may not be applied by Tenant to rent under any circumstances.**

5. Property Documentation: TENANTSS ARE ENCOURAGED TO REPORT EVERYTHING ON OR ABOUT THE PROPERTY OR ADJACENT STRUCTURE REQUIRING REPAIR NO MATTER HOW SLIGHT AT THE TIME OF MOVE-IN. This will establish the initial condition according to the Tenant. Manager will not repair any cosmetic or nonfunctional items such as carpet blemishes, chipped sinks, etc., nor do any painting or do any other repairs unless specifically agreed to by Manager in writing prior to move-in. The purpose of this report is to document the condition of the Property before Tenant takes possession, not to create a punch list of repairs to be completed. The move-in property documentation report shall not be viewed by either party as a list of things promised to be repaired/replaced by Manager. All Tenant-requested repairs must be in writing. Tenant assuming possession of the Property shall be conclusive evidence that the Property is accepted "as is" by Tenant and is in safe and habitable condition.

6. Damage Walk-Through after Termination: (a) After the date of termination of occupancy, Manager will visit the Property and compile a comprehensive list of any damages done (above normal wear and tear) to the Property during Tenant's occupancy which list shall be signed by Manager **(b)** In the event Manager elects to retain any part of the security deposit, Manager shall provide Tenant with a written statement setting forth the reasons for the retention of any portion of the security deposit within **30** days of retaking of the Property, and shall include with such statement any portion to be refunded. If the extent of the Managers claims against the security deposit cannot be determined in 30 days the Manager may provide the Tenant with an interim accounting within 30 days after the termination of tenancy and delivery of possession of the Property to Manager and shall provide a final accounting sixty (60) days. If the Tenant's address is unknown Manager shall apply the deposit as required by the law and this Lease within 30 days and Manager shall mail to Tenant's last known address, and then shall hold the balance for collection by Tenant for at least six (6) months. **(c)** Tenant agrees to keep all utilities on, including electric, gas and water, from date of occupancy through the date of the move-out walk-through to facilitate a quality walk-through. If any utility is off at the time of the move-out inspection Tenant agrees to pay Manager a \$250 (utility restoration fee) as well as all costs incurred by Manager to restore/reconnect the utilities. **(d)** If the Tenant terminates occupancy without notifying Manager, Manager may make said move-out walk-through within a reasonable time after discovering the termination of occupancy. **(e) Reissuance of Check or e-Check:** If Tenant requests a re-issuance of a check due to slow mail or inadequate address provided for final accounting mailing address or for any other reason that may be deemed the Tenant's responsibility, Tenant agrees to pay Manager \$35 to stop payment and reissue a check.

7. Right of Access, Showing, Locks, and Property Visits: (a) Right of Access: Manager's policy is to respect Tenant's right of privacy, and right of quiet enjoyment of the Property, and will attempt to contact Tenant prior to visiting the Property. Manager shall have the right of access of Property for inspection and maintenance between 9 a.m. and 6 p.m. daily, except in case of emergency, as defined at the sole discretion of Manager. Manager may enter at any time to protect life or prevent damage to the Property. Notification of needed repairs must be reported by the Tenant in writing. **(b) Showing:** During the last 30 days of Tenant's occupancy, Manager's staff, its agents, or any licensed real estate agent, shall have the right to place yard signs on the Property and shall have the unrestricted right of entry to Property, via a lockbox and key, between the hours of 9 a.m. and 6 p.m. daily for the purpose of showing the Property. Tenant agrees to use prudent judgment in securing valuables at all times, but especially during the times the Property may be for sale or lease and agrees to hold Manager harmless for any loss thereof. Should Tenant attempt to limit or restrict said entry during these stated times, Tenant shall be in default of this Lease and Manager may retain security deposit as liquidated damages as the parties agree that it would be impossible to accurately estimate actual damages resulting from such breach and that the is reasonable compensation. **(c) Locks and Alarm System:** Security systems and additional locks are encouraged and may be installed on the Property by Tenant upon notice to, and written permission from, Manager. Upon receipt of written permission, which shall not be unreasonably withheld, Tenant agrees to use the locksmith that Manager recommends. Tenant agrees to provide Manager with duplicate keys (security codes) that open any and all locks (security systems) installed on the Property, and all such items shall become fixtures of the Property. Installation of additional locks (security systems) and duplicate keys will be at the Tenant's expense. Should Tenant change the locks (security system) and refuse to provide Manager with duplicate keys (system

codes), this will constitute Tenant's breach of this Lease. The Tenant will forfeit their security deposit and will be responsible for any and all damages proximately caused by refusal to provide access as agreed. Should Tenant change locks, or refuse to provide Manager with a key when asked, Manager may have the Property re-keyed (security system re-coded) during Tenant's stay, at the Tenant's expense, and Manager will supply Tenant with a new key. **(d) Property Visits:** The Manager intends to visit the Property on a regular basis to stay informed as to its condition. The Tenant agrees to cooperate with this program and agrees to allow property visits during regular business hours. If Tenant insists on after hours (or a specific day/time) visits (evenings, weekends, or holidays) Tenant agrees to pay \$45 per event. The Tenant may be present for said property visits. **(e) Lockbox:** Lockboxes will be removed from the property within 7 business days upon your move-in. Tenants are not permitted to remove the lockbox from the door under any circumstances and in the event Manager or Manager's representative tries to retrieve the lockbox and it is not on the door, the Tenant will be charged a \$35 trip fee, in the event the Tenant has lost the box Tenant will be charged a replacement fee of \$50 in addition to the above fee.

8. Subletting: No subletting or assignment of this Lease is permitted. Assignment of any portion of this Lease or sublet any portion of Property without obtaining written permission from the Manager shall be deemed a breach of this Lease and may result in termination.

9. Surrender of Property: **(a) Delivery:** Tenant shall deliver possession of Property to Manager in good order and repair upon termination or expiration of this Lease, leaving said Property in a clean and sanitary condition. Said condition includes, but is not limited to, cleaning of all appliances and removal of all trash, garbage, rubbish, and personal property from the Property and yard and returning keys to Property, mailboxes, amenities, and power garage door openers to Manager. Should Tenant fail to return (remove) said items Tenant agrees to pay the cost of replacing, rekeying, or removing the same. Whenever Manager is entitled to possession of the Property under the terms of this Lease, Tenant shall at once surrender Property to Manager. **(b) Holdover:** Should Tenant agree to be out of the Property on a certain day and fail to do so, or leave personal property inside the Property preventing Manager from taking back possession, Tenant agrees to pay Holdover Rent at the rate of \$100 per day until Property is free of all personal property and Manager is able to retake possession. During holdover, if the Manager accepts partial rent (or partial housing subsidy) it does NOT act to waive the Tenants breach of holdover. **(c) Abandonment:** Should Manager discover, at any time during the term of this Lease, that any utility service is off in the Property and, upon visiting the Property it is discovered that the Tenant has substantially or fully vacated or abandoned the Property, and after reasonable steps to contact the Tenant to provide notice of intent of Manager to reclaim the Property, Manager may declare the Tenant has abandoned/vacated the Property. Tenant hereby grants permission to Manager to retake possession, removing the Tenants remaining personal property so as to protect the Property from deterioration, with the understanding that Tenant will be unable to recover said personal property at a later date. Tenant agrees not to file any action against Manager (wrongful dispossession or unlawful eviction) for said action against Manager except for Manager's sole gross negligence. **(d) Leaving Personal Property:** Should Tenant leave personal property on or in Property, after vacating/abandoning the Property, Manager is hereby authorized by Tenant, and at Tenants expense, to remove/discard said personal property and Tenant hereby indemnifies and holds Manager harmless regarding the loss or destruction of said property.

10. Use: Property shall be used for Tenantal purposes only and shall be occupied only by persons named in this Lease. Property shall be used so as to comply with all state, county, municipal laws and local ordinances. Tenant shall not use Property, or permit same to be used, for any unlawful purpose or in any manner so as to interfere with other Tenant's quiet enjoyment of their Property. Any unauthorized use of the Property shall be deemed an event of default and termination of this Lease.

11. Pest Control and Pets: **(a) Pests:** At all times during the occupancy of said Property, Tenant shall be responsible for pest control of all kinds, except for termites. Tenant is encouraged to use licensed pest control contractors to treat for pests or rodents. **(b) Pets:** No animals, birds, or pets of any kind shall be permitted on Property without the prior written consent of Manager, a signed pet agreement, additional non-refundable pet fees, and/or monthly pet fees as is deemed adequate by Manager to protect against potential damage caused by the pet. Should Tenant have pets for any length of time, Tenant agrees, at Tenant's expense, to rid the Property of all fleas, or other pests, and restore the carpet to its original condition and remove all evidence of pets, including pet odors, even if it means replacing the carpet and pad at Tenant's expense, regardless of the carpet condition at the time of move-in. If Manager discovers a pet on the grounds of or in the Property, whether or not owned by Tenant, Manager may assume pet has been on the Property from the Date of Possession and Tenant agrees to pay the Additional Rent for the unauthorized pet as outlined in the Pet Exhibit, retroactive from the date the Tenant took Possession, as it is impossible to accurately identify when the pet was acquired. **(c) Payment** of any such fees shall not permit Tenant to keep any animal or pet for which any such fees were imposed without the written consent of Manager. **(d) Annual Pet Property Visit:** Tenant agrees to pay Manager \$50 for an annual pet property visit. **(e)** Tenant shall be subject to a fine of **\$500.00** for any violation of this paragraph or of the terms of any Pet Addendum or Exhibit that may be a part of this Agreement, and Tenant agrees to pay any such fine upon receipt of Manager's demand therefore.

12. Indemnification: Tenant releases Manager from liability for, and agrees to indemnify Manager against, all losses incurred by Tenant as a result of: **(a)** Tenant's failure to fulfill any condition of this Lease; **(b)** Any damage or injury happening in or about the Property to Tenant, Tenant's invitees or licensees of such person's property; **(c)** Any judgment, lien, or other encumbrance filed against Property as a result of

Tenant's action unless it results from the sole gross negligence of Manager.

13. No Waiver: (a) Any failure of Manager to seek redress of a violation of, or to insist upon the strict and prompt performance of, any covenants or conditions of this Lease, shall not operate as a waiver of any such violation or of Manager's right to insist on prompt compliance in the future with such covenant or condition, and shall not prevent a subsequent action by Manager for any such violation. Acceptance by Manager of any late payment of rent, or additional rent, shall not constitute a waiver of any rights of Manager, including without limitation, the right to terminate this Lease as herein provided. The receipt of any rent, or additional rent, by Manager with the knowledge of such breach, shall not operate as a waiver of such breach. No provision, covenant, or condition of this Lease may be waived by Manager unless such waiver is in writing and signed by Manager.

14. Time is of the Essence and Service: (a) **Time is of the essence** of this Lease. All references to any notice required to be given, or due dates for rental payments, shall be strictly construed and any binding notice required herein shall be in writing and hand-delivered or mailed in accordance with the provisions herein unless stated otherwise herein. Tenant hereby appoints the person in charge of or occupying Property at the time, as his/her agent to receive the service of any dispossessory or distress proceedings and notices hereunder, and all notices required under this Lease, and if no person is in charge of or occupying the same, such service or notice may be made by attaching the same on the front entrance of Property. (b) For purposes of compliance with the provisions of the law, Manager hereby states that **PG Management Group, LLC**, whose address is **2217 Matthews Township Pkwy, STE D-244, Matthews, NC 28105**, is authorized to manage the Property and to act for and on behalf of Manager for purposes of serving of process and receiving and receipting for demands and notices. (c) Remedies Cumulative: All rights and remedies available to Manager by law, including but not limited to those described herein, shall be cumulative and concurrent.

15. Mortgage's Rights: Tenant's rights under this Lease shall at all times be automatically junior and subject to any Deed to Secure Debt, Mortgage, or Trust, which is now, or shall hereafter, be placed on Property. If requested, Tenant shall execute promptly any certificate that Manager may request to specifically implement the subordination described in this paragraph. Should Property go into foreclosure, Tenant shall hold Manager harmless from any damages or losses which might incur to Tenant from said foreclosure.

16. Default: (a) If Tenant fails to pay rent or any other sum when due, or otherwise fails to abide by and perform any of the obligations, terms, conditions, or provisions of this Lease, including but not limited to, failure to reimburse Manager for any damages, repairs, or costs when due, abandonment of the Property, or violation of any Rules and Regulations set forth herein, or the community association rules, each and any such breach shall constitute a default under this Lease. (b) If such default continues for five (5) calendar days after written notice of default, Manager may, at its option, terminate this Lease by written notice to Tenant. (b) **Compliant-Filing Fee:** Tenant agrees to pay Manager a fee of five percent (5%) of the current rent (plus actual out-of-pocket expenses including, but not limited to, filing fees, costs of service, reasonable attorney fees) if Tenant is in default of the Lease, Manager has filed and served a complaint for summary ejection and/or money owed, the Tenant cured the default or claim, and Manager dismissed the complaint prior to judgment. (c) Manager, as the Tenant's agent, may enter upon and take possession of the Property as allowed by law and re-lease the Property at the best rental price obtainable by reasonable effort, and for any term, and for any rent, upon such terms as Manager deems proper. Tenant shall be liable to Manager for the deficiency if any, between Tenants rent hereunder and the rental price so obtained by Manager by reoccupying. (d) Any action hereunder by Manager shall not prejudice any rights of action against Tenant as provided in this Lease or by law, and Manager shall not be guilty of trespass or forcible entry as a result of such entry and repossession of the Property by Manager.

17. Early Termination: (a) Provided Tenant is not in default hereunder at the time of giving notice, has strictly complied with all of the provisions of this Lease, is current with all fees due Manager, Tenant may terminate this Lease before the expiration date by (1) giving Manager at least 60 days written notice sent by certified or registered mail, return receipt requested; plus, (2) paying all monies due (rent and costs) through 60-day notice; plus, (3) paying an amount equal to two month's rent; plus, (4) return the Property in clean and ready to rent condition; plus, (5) paying a **\$1000** fee to Manager as the parties agree the precise amount of advertising costs, length of vacancy and other factors are impossible to ascertain at the outset and that the sum set forth in this paragraph is reasonable compensation for breach by the Tenant under this paragraph. The foregoing shall not relieve Tenant of his/her responsibilities and obligations regarding any damages to Property. No prorating will be given for the percentage of lease term completed by Tenant. (b) If Tenant vacates the Property before the Anniversary Date, and fails to follow the Early Termination clause precisely as stated above, this shall be called an abandonment, Tenant will be in default of their Lease and damages will include all expenses incurred by the owner, and/or Manager, to get the Property reoccupied, (or to the next Anniversary Date of the lease) including, but not limited to, lost rent to the day of reoccupation, utilities, and lawn care during a vacancy, Procurement Fee and advertising charged the owner to re-rent the Property, plus property/physical damages from the move-out inspection. Manager will aggressively attempt to re-rent the Property so as to mitigate damages and Tenant will be responsible for the exact costs incurred as a result of Tenants abandoning the Property. In the event Manager institutes a legal action against the Tenant to recover any sums due hereunder, Tenant agrees to pay Manager reasonable attorneys fees in addition to all other damages.

18. Rules and Regulations: (a) **Non-operative vehicles:** are not permitted on Property. Manager may remove any such non-operative vehicle, or any vehicle parked on grass, at the expense of Tenant, for storage or public (or private) sale at Manager's option, and Tenant owning same shall have no right of recourse against Manager thereafter. (b) **Storage:** Tenant agrees not to store any materials on the Property, of any kind or description that are combustible, flammable, hazardous or would increase the risk of a fire and any violation of this paragraph may serve as a basis for declaring the Tenant in default. Any storage of said materials shall be at the Tenant's risk and Tenant shall indemnify Manager, and the owner of the Property, for any damages resulting from, and any loss caused by, said materials. Should Tenant leave hazardous material in or around the Premise at time of vacating, Manager shall remove and Tenant agrees to pay said cost of removal. (c) **Housekeeping:** The Tenant agrees to maintain the Property in as good a state as he/she finds it, reasonable wear and tear accepted. Good housekeeping is expected of everyone. Tenant agrees to keep his/her quarters in a clean and sanitary condition and to keep the yard clean, mowed, and free of rubbish, and to comply with any neighborhood covenants, rules, or regulations that govern the condition of the Property. (d) **Utilities:** Utilities to the Property including garbage, water and sewer charges, electricity and gas, cable and security system monthly charges shall be the responsibility of Tenant from the day of Possession until the move out inspection has been completed by Manager, unless otherwise outlined in writing. If Tenant fails to transfer utilities into their name by the move-in date and Manager has to allocate utility charges between owner and Tenant, Tenant agrees to reimburse Manager for unpaid utility bills plus a \$35 per month per utility admin fee until utilities are on in Tenant's name. Tenant must provide Manager proof of payment of final utility bills prior to the return of the security deposit after move out.

19. Attorney and Collection Costs: (a) **If Manager breaches this Lease,** Manager agrees to pay all costs of collection of said sums if it must be collected by an attorney-at-law. **If Tenant breaches this Lease,** Tenant agrees to pay all costs of collection of said sums if it must be collected by an attorney-at-law in addition to unpaid charges (including charges allowed under this Lease and damages to the Property) to Manager within five (5) days of the time Tenant is notified of the breach. (b) **After move out,** if Tenant fails to pay the unpaid charges demanded within thirty (30) days of vacating the Property, Tenant agrees to pay (in addition to the sums owed/demanded) an amount equal to the greater of \$1500 (or one months' rent) as an additional administrative fee. Tenant also agrees to pay any and all costs, including mediation and arbitration fees, filing costs, attorney's fees, and costs, plus any fees and costs awarded by a court, if such sums are collected through a legal proceeding. (c) **Collections Administrative Fee:** In the event, Manager has to initiate a collection to a collections agency to recoup any funds owed to Manager or the property owner, including but not limited to rent, late fees, NSF fees, or any other past due items, Tenant agrees to pay Manager 5% of the balance owed in addition to the outstanding balance. All charges are assessed on a case-by-case basis. This list does not encompass all possible charges that can occur in the handling of Tenant issues during and after the term of the lease agreement. This fee does not cover any fee that the collection agency may charge.

20. Tenant Improvements: (a) Tenant may not paint, wallpaper, remodel and make changes or otherwise change the Property unless Manager approves of Tenant's selection of materials and quality of workmanship, in writing, in advance of said work. In any event, Tenant agrees to return Property to its original condition if requested by Manager. (b) Tenant warrants that any repairs, refurbishments, or work performed on the Property by Tenant or performed by anyone hired, retained, or appointed by Tenant, will be done in a good and workmanlike manner and will be undertaken only by licensed, insured, and qualified professionals under the direct supervision of the Tenant, who will be fully accountable for all payments for said improvements, and to hold Manager free from harm or loss arising from claims of any other parties, regardless of cause, which might result from said work. (c) Tenant has no authority to incur any debt, or make any charge against the Property or Manager, or to create any lien upon said Property for work done or material furnished, or to act as agent for Manager at any time for any purpose. (d) Any alterations or changes that Manager does permit, shall become part of the Property and shall remain in the Property at all times during and after the term hereof.

21. Homeowner Associations: (a) The Property may be located in a community that may maintain amenities such as a clubhouse, golf, pool, tennis, exercise facility, laundry, or similar amenities or provide some utility services to the Property. With respect to such homeowner's associations and/or amenities, Manager makes no representations as to: (1) whether any association exists; (2) whether the owner is a member and is current with any applicable dues; (3) whether such amenities are available to a Non-Owner Tenant, including a tenant. Manager encourages Tenant to fully investigate the availability of such amenities, and to determine whether such amenities would be available to a person in a tenancy situation, the cost thereof, and any and all other factors which might be important to Tenant in selecting this Property. (b) Should a homeowner's association exist, Tenant shall abide by the rules and regulations as outlined in Manager's housekeeping document on this topic.

22. Signatures and Faxes: The Property cannot be leased without the signature of each adult party who will be residing in the Property. Manager and Tenants agree this Lease can be signed by duplicate originals. Faxed and digital signatures are deemed acceptable.

23. Agency Disclosure: Manager's office brokerage relationship policy is to represent Owners as Sellers and/or Landlords (Seller Agency and Owner Agency), Buyers (Buyer Agency), and Sellers and Buyers in the same transaction with Designated Agency, and Transaction Brokerage. Manager is a licensed Real Estate Broker and as such, is representing the Owner in this transaction unless otherwise described

herein.

24. Authority Over the Lease: All parties acknowledge that Manager is authorized by the owner of the Property to manage the Property and this Lease. This Lease is between Tenant and Manager and the owner has no authority over it. Tenant agrees not to communicate with the owner while under this Lease. In the event that Manager relationship is terminated with the owner during the term of this Lease, Tenant hereby releases Manager of and from any liability under this Lease, provided Manager has notified Tenant by regular mail of the termination, including in said notice the following: **(1)** effective date of termination; **(2)** name and address to whom rent is to be sent; **(3)** telephone number of the person responsible for repairs; and **(4)** copy of check turning over Tenant's security deposit to the owner or new manager.

25. Buying the Property: Tenant acknowledges that Manager has an exclusive brokerage relationship with the owner of the Property, which includes the payment by the owner to Manager of a real estate commission if Tenant purchases the Property. Tenant agrees to communicate solely with Manager regarding any interest or offers to purchase said Property. Should Tenant contract with another real estate agent to represent him/her in the purchase of this Property, Tenant agrees to pay their agent personally and not look to the seller, or Manager, for their agent's compensation. Should Tenant breach this stipulation, and buy the Property without the inclusion of Manager, Tenant agrees to pay Manager for damages, including but not limited to a real estate commission of Three percent (3%) of the sales price, plus collection costs and attorney fees.

26. Lease Renewal Fee: Tenant agrees to pay a fifty dollar (\$50.00) administration fee at each Anniversary Date for a twelve (12) month extension or renewal, or, one hundred twenty-five dollars (\$125.00) for a shorter-term renewal (i.e. anything under twelve months).

27. Receipt of Important Documents: Tenant acknowledges they have received the following documents prior to executing this Lease: **(a)** Booklet Protect Your Family from Lead in Your Home; **(b)** A copy of all documents Tenant(s) signed prior to taking possession of the Property; **(c)** Manager's Official Tenant Handbook (which will be kept on-line and available to Tenant 24/7).

28. Legal Notice Fee: Should Manager be required by this Lease, or the law, to send a legal notice (certified letter or mail) to Tenant, Tenant agrees to pay a \$10.00 administrative fee.

29. Maintenance Charge-Backs: Should Tenant request maintenance be done on the Property which servicing contractor reports was caused by the abuse or misuse of Tenant or their invitees, Manager shall provide the invoice for such repair to Tenant and Tenant agrees to pay such sum (plus a \$25 administration fee) no later than the first of the month following notification. Should Tenant fail to pay the said sum as stated herein, Tenant may be deemed to be in default of the terms of this Lease. Should Tenant receive troubleshooting instructions, and fail to follow the instructions, resulting in the servicing contractor to address the charges by the troubleshooting instructions, Tenant will be responsible for the invoice for such repair and Tenant agrees to pay such sum (plus a \$25 administration fee) no later than the first of the month following notification. Should Tenant fail to pay the said sum as stated herein, Tenant may be deemed to be in default of the terms of this Lease.

30. Payment of Damages: Tenant agrees to pay Manager for the cost of repairing any damage which Tenant is responsible upon receipt of Managers' demand therefore and to pay the rent during the period the Property may not be habitable as a result of such damage. Such damage may include but is not limited to window panes, shutters, or screens damaged by Tenant filthy ovens, refrigerators, kitchen floors, cabinets, or bathrooms, stains on carpets, unauthorized paint colors, and lawn, shrubbery, or tree damage caused by Tenant or Tenant's animals.

31. Rekeying: If Tenant vacates the Property, without returning to Manager keys to the Property, garage door openers, or access keys to the community amenities, Tenant shall reimburse Manager for costs to replace same.

32. Stand Up Fee: Should an appointment be scheduled with Tenant for any purpose and Tenant not show up or refuse access, Tenant agrees to pay Manager \$50 for the missed appointment.

33. Neighborhood Conditions and Security Disclaimer: **(a)** Tenant acknowledges that every neighborhood has conditions which different tenants may find objectionable including without limitation stadiums, crime, land-fills, quarries, high-voltage power lines, airports, odorous factories, schools serving the Property, cemeteries, land use and transportation maps. The Tenants shall be responsible to become familiar with any present or future neighborhood conditions which could affect the Property. If Tenant is concerned about the possibility of a registered sex offender residing in the area of the Property, Tenant should perform a search for registered sex offenders available through the U.S. Department of Justice at nsopw.gov. **(b)** Tenant acknowledges that crime occurs in every community and Manager is not a provider of security regarding the Property. Tenant acknowledges that prior to occupying Property they have inspected all window locks, door locks, exterior lighting and found them to be in good working condition. If during the term of the Lease any of the above items stop functioning properly Tenant agrees to notify Manager immediately in writing.

34. Smoke Detectors and Carbon Monoxide alarm: Manager agrees to install and keep in good repair smoke detectors and carbon monoxide detectors as required by North Carolina law. Upon move-in (and regularly thereafter) Tenant agrees to test the smoke detectors to make sure they are functioning properly. The Tenant is responsible to keep working batteries in all smoke detectors. If any of these devices do not operate properly, Tenant shall give Manager written notice and Manager will replace the devices within 15 days of notification in writing by Tenant. If Tenant tampers with smoke detectors and or carbon monoxide alarms, Tenant will pay Manager \$100 per alarm.

35. Renter’s Insurance: The owner’s insurance does not cover Tenant’s personal property or the normal liability hazards of living in a home. Tenant is encouraged to get renters insurance to protect their belongings from fire, loss of food due to power outage, flood, theft, wind, and tornados. Please refer to Tenant Liability Insurance Addendum.

36. Verification Fee: (a) Mortgage Verification: Tenant agrees to pay manager \$100 for a Mortgage Verification should Manager be required to complete a rental verification for Tenant’s mortgage application and mortgage lender when purchasing real estate. **(b) Rental Verification:** Tenant acknowledges that Manager will not complete a Rental Verification for Tenant unless Manager has already received a Notice to Vacate from Tenant.

37. Lease Modification Fee: This fee will be charged if a Tenant wants an administrative action that will cause their Tenantial Rental agreement to be modified. If a Tenant would like to remove an occupant from a lease agreement, add an occupant to a lease agreement, add a pet to a lease agreement, or anything that will cause the lease to be modified, a processing fee of \$50 will be charged to the Tenant. We cannot remove the financially responsible parties from the lease agreement until the end of the lease, only non-financial responsible occupants.

38. Lease Compliance Property Visit Fee: Should Tenant receive a notice for a violation, breach of contract, or non-compliance issue, Manager must confirm Tenant has cured the lease violation, breach of contract, or non-compliance issue. Tenant agrees to pay Manager \$15 Lease Compliance Administrative Fee.

39. Texting/SMS: Tenant agrees that Manager and/or a third-party service hired by Manager may send non-commercial text messages to Tenant’s cell phone or mobile device before and/or during any tenancy. Examples of text messages include but are not limited to rent due reminders and notices. Tenant agrees to follow Manager’s prescribed means of communication to Manager as set forth in the lease or any other documents and texting shall not be substituted by Tenant for the prescribed means of communication to Manager. Manager shall not provide the Tenant’s cell number to any third party for the purposes of marketing any goods or services.

40. Rental Application: In the event Tenant has submitted a rental application in connection with this rental agreement, Tenant acknowledges that the Manager has relied upon the application as an inducement to enter into this agreement and Tenants warrants to Manager that the facts stated in the application are true to the best of the Tenants knowledge. If any facts stated in the rental application prove to be untrue, the Manager shall have the right to terminate the tenancy and collect from the Tenant any damages resulting therefrom.

41. Entire Agreement: This Lease, and any incorporated or attached written Exhibits or Addendums, shall constitute the entire agreement between the parties and no oral statement or oral modification of the terms of this Lease, or advertising, or flyer, brochures, emails, texts, website copy, or promotional materials, except that which is described herein, shall be binding, create or form any part of an agreement between the parties. This Lease can only be amended in writing and signed by all parties to this Lease. If any provision of this Lease is held to be unenforceable or invalid, the remaining provisions will remain in full force and effect.

See Exhibit(s) and Addenda attached hereto and made a part of this agreement by reference:

<input type="checkbox"/> Pet Exhibit A Pet Policy Rules and Agreement	<input type="checkbox"/> Homeowner Association Exhibit B
<input type="checkbox"/> Lease Addendum for Beg Bugs	<input type="checkbox"/> Maintenance Addendum
<input type="checkbox"/> Professional Standards of Conduct	<input type="checkbox"/> Tenant Liability Insurance Addendum
<input type="checkbox"/> Lead-Based Paint Addendum (prior to 1978)	<input type="checkbox"/> Roommate Agreement/Addendum
<input type="checkbox"/> Guarantee of Payment	<input type="checkbox"/> Sight Unseen Addenda

<input type="checkbox"/> As-Is Addenda	<input type="checkbox"/> Other-See Stipulations Below
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Special Stipulations to this agreement are as follows:

Additional Housekeeping Documents may be attached for reference only.

- Tenant-Resident Benefit Package
- North Carolina Obligation and Duties of Tenant
- House Rules for Tenants
- Property Visit Agreement
- Security System Disclaimer
- Rent Payment Procedure
- Mold Information and Prevention
- Questions and Answers on Renting Tenential Real Estate
- Military Brochure
- Questions and Answers on Tenant Security Deposits
- Flyer from SecondNature

IN WITNESS WHEREOF, the parties have caused these presents to be signed in person or by a person duly authorized effective this Day:

Tenant(s)

X _____ Date _____

X _____ Date _____

X _____ Date _____

X _____ Date _____

PG Management Group, LLC
 its Manager

X _____ Date _____