

RESIDENTIAL RENTAL CONTRACT

NOTE: THIS AGREEMENT WILL BECOME LEGALLY BINDING ONLY WHEN IT HAS BEEN SIGNED BY TENANT AND BY OR ON BEHALF OF LANDLORD

RESIDENT: _____ ("Tenant")

OWNER: _____ ("Landlord")

REAL ESTATE MANAGEMENT FIRM: Massey Real Estate, LLC ("Agent")

PREMISES: City: _____ County: _____ State of North Carolina

Street Address: _____ Zip Code: _____

Apartment Complex: _____ Apartment No. _____

Other Description (Room, portion of above address, etc.): _____

"Premises" 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.

INITIAL TERM: Beginning Date of Lease: _____ Ending Date of Lease: _____

RENT: \$ _____ PAYMENT PERIOD: monthly weekly yearly other: _____

LATE PAYMENT FEE: \$ _____ OR **5.000** % of rental payment, whichever is greater

(State law provides that the late fee may not exceed \$15.00 or five percent (5%) of the rental payment, whichever is greater.)

RETURNED CHECK FEE: \$ **25.00** _____ *(The maximum processing fee allowed under State law is \$35.00.)*

SECURITY DEPOSIT: \$ _____ to be deposited with: (check one) Landlord Agent

LOCATION OF DEPOSIT: (insert name of bank): **First Horizon Bank**

BANK ADDRESS: **260 Churchton Street, Hillsborough, NC 27278**

FEES FOR COMPLAINT FOR SUMMARY EJECTMENT AND/OR MONEY OWED (See paragraph 17) (NOTE: Landlord may charge and retain only one of the following fees in addition to any court costs):

· COMPLAINT-FILING FEE: \$ _____ OR **5.000** % of rental payment, whichever is greater *(Fee may not exceed \$15.00 or five percent (5%) of the rental payment, whichever is greater.)*

· COURT APPEARANCE FEE: **10.000** % of rental payment *(Fee may not exceed ten percent (10%) of the rental payment.)*

· SECOND TRIAL FEE: **12.000** % of rental payment *(Fee may not exceed twelve percent (12%) of the rental payment.)*

PERMITTED OCCUPANTS (in addition to Tenant): _____

CONTACT PERSON IN EVENT OF DEATH OR EMERGENCY OF TENANT (name and contact information): _____

IN CONSIDERATION of the promises contained in this Agreement, Landlord, by and through Agent, hereby agrees to lease the Premises to Tenant on the following terms and conditions:

1. Termination and Renewal:

(a) **Termination at End of Initial Term.** EITHER LANDLORD OR TENANT MAY TERMINATE THE TENANCY AT THE EXPIRATION OF THE INITIAL TERM BY GIVING WRITTEN NOTICE TO THE OTHER AT LEAST **60** DAYS PRIOR TO THE EXPIRATION DATE OF THE INITIAL TERM.

(b) **Renewal.** IN THE EVENT SUCH WRITTEN NOTICE IS NOT GIVEN OR IF THE TENANT HOLDS OVER BEYOND THE INITIAL TERM, THE TENANCY SHALL AUTOMATICALLY BECOME A **month** (PERIOD) TO **month** (PERIOD) TENANCY UPON THE SAME TERMS AND CONDITIONS CONTAINED HEREIN.

(c) Termination at End of Renewal Term.

(i) IF THE TENANCY IS RENEWED ON A CALENDAR MONTH-TO-MONTH BASIS, IT MAY THEREAFTER BE TERMINATED BY EITHER LANDLORD OR TENANT GIVING THE OTHER WRITTEN NOTICE, WITH THE TERMINATION TO BE EFFECTIVE ON THE LAST DAY OF THE CALENDAR MONTH FOLLOWING THE CALENDAR MONTH DURING WHICH THE NOTICE IS GIVEN.

(ii) IF THE TENANCY IS RENEWED ON ANYTHING OTHER THAN A CALENDAR MONTH-TO-MONTH BASIS, THE TENANCY MAY BE TERMINATED BY EITHER LANDLORD OR TENANT GIVING THE OTHER **60** DAYS WRITTEN NOTICE PRIOR TO THE LAST DAY OF THE FINAL PERIOD OF THE TENANCY, WITH THE TERMINATION TO BE EFFECTIVE ON THE LAST DAY OF THE FINAL PERIOD OF THE TENANCY.



North Carolina Association of REALTORS® Inc.

Tenant Initials

Two empty boxes for tenant initials



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Lease Template

(NOTE: State and Federal law permit early termination of leases under certain circumstances by members of the United States Armed Forces. For information, see *Questions and Answers on: North Carolina Military Personnel Residential Lease Termination*, available on the website of the NC Real Estate Commission at www.ncrec.gov.

2. **Rent:** Tenant shall pay the Rent, without notice, demand or deduction, to Landlord or as Landlord directs. 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 on _____ (date). Thereafter, all rentals shall be paid in advance on or before the **FIRST** day of each subsequent Payment Period for the duration of the tenancy. Rentals not paid on or before the first day of the Payment Period will be considered late, and any such non-payment will constitute a breach of this Agreement.

3. **Late Payment Fees and Returned Check Fees:** Tenant shall pay the Late Payment Fee if any rental payment is five (5) days or more late. *This late payment fee shall be due immediately without demand therefor and shall be added to and paid with the late rental payment. Tenant also agrees to pay the Returned Check Fee for each check of Tenant that is returned by the financial institution because of insufficient funds or because the Tenant did not have an account at the financial institution.*

4. **Tenant Security Deposit:** The Security Deposit shall be paid prior to Tenant's occupancy of the Premises, and shall be administered in accordance with the North Carolina Tenant Security Deposit Act (N.C.G.S. § 42-50 et. seq.). IT MAY, IN THE DISCRETION OF EITHER THE LANDLORD OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON THE TENANT SECURITY DEPOSIT SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, THE LANDLORD, OR AS THE LANDLORD DIRECTS. SUCH INTEREST, IF ANY, MAY BE WITHDRAWN BY LANDLORD OR AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.

Upon any termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amounts permitted under the Tenant Security Deposit Act. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay any balance of the Tenant Security Deposit to any such person, and the other person(s) agree to hold Agent harmless for such action. If the Tenant's address is unknown to the Landlord, the Landlord may deduct any permitted amounts and shall then hold the balance of the Tenant Security Deposit for the Tenant's collection.

If the Landlord removes Agent or Agent resigns, the Tenant agrees that Agent may transfer any Tenant Security Deposit held by Agent hereunder to the Landlord or the Landlord's designee and thereafter notify the Tenant by mail of such transfer and of the transferee's name and address. The Tenant agrees that such action by Agent shall relieve Agent of further liability with respect to the Tenant Security Deposit. If Landlord's interest in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent shall transfer the Tenant Security Deposit in accordance with the provisions of North Carolina General Statutes § 42-54.

5. **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 immoral purposes or occupy them in such a way as to constitute a nuisance;
 - (c) not engage in, or permit any member of Tenant's household or any guest to engage in, criminal activity on or in the immediate vicinity of any portion of the Premises;
 - (d) keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition;
 - (e) cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
 - (f) comply with any and all obligations imposed upon tenants by applicable building and housing codes;
 - (g) 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;
 - (h) use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises;
 - (i) not deliberately or negligently destroy, deface, damage or remove any part of the Premises, whether inside or outside any dwelling unit, or permit any person, known or unknown to the Tenant, to do so;
 - (j) be responsible for all damage, defacement, or removal of any property inside a dwelling unit in the Tenant's exclusive control (including but not limited to all appliances and fixtures) unless the damage, defacement or removal was due to ordinary wear and tear, acts of the Landlord or the Landlord's agent, defective products supplied or repairs authorized by the Landlord, acts of third parties not invitees of the Tenant, or natural forces;
 - (k) 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, telephone, and gas services;
 - (l) 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;
 - (m) 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; and

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(n) not smoke cigarettes, cigars, pipes or any other tobacco or lighted product of any kind in any interior portion of the Premises, including any detached structures, and to pay the cost of any abatement, cleaning, ductwork replacement that may be necessary as a result of Tenant's failure to comply with this obligation; and

(o) lawn maintenance and landscaping including no weeds; make property accessible for repair contractors in a timely manner; tenant must protect all floors and counter surfaces from damage

6. **Landlord's Obligations:** Unless otherwise agreed upon, the Landlord shall:

(a) comply with the applicable building and housing codes to the extent required by such building and housing codes;

(b) make all repairs to the Premises as may be necessary to keep the Premises in a fit and habitable condition; provided, however, in accordance with paragraph 11, the Tenant shall be liable to the Landlord for any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises;

(c) keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition;

(d) promptly repair all facilities and appliances, if any, as may be furnished by the 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 condition, repair or remedy any imminently dangerous condition 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.

7. **Utility Bills/Service Contracts:** 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.

Service obligation	Landlord	Tenant	N/A
Sewer/Septic	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Electric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Trash disposal/dumpster	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lawn Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Change Air Filters (30 days)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Pest Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. **Smoke and Carbon Monoxide Alarms:** Pursuant to North Carolina General Statutes § 42-42, the Landlord shall provide operable smoke alarms, either battery-operated or electrical. If the Premises has a fossil-fuel burning heater, appliance, or fireplace, or an attached garage, the Landlord shall provide and install a minimum of one operable carbon monoxide alarm per level in

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the Premises, either battery operated or electrical. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide alarm. The Landlord shall replace or repair the smoke or carbon monoxide alarm within 15 days of receipt of notification if the Landlord is notified of needed replacement or repairs in writing by the Tenant. The Landlord shall ensure that a smoke or carbon monoxide alarm is operable and in good repair at the beginning of the Initial Term of the Tenancy. The Landlord shall place new batteries in any battery-operated smoke or carbon monoxide alarms at the beginning of the Initial Term of the tenancy **and the Tenant shall replace the batteries as needed during the tenancy**, except where the smoke alarm is a tamper-resistant, 10-year lithium battery smoke alarm.

9. Rules and Regulations:

(a) Landlord Rules and Regulations: The Tenant, his family, servants, guests and agents shall comply with and abide by all the Landlord's existing rules and regulations and such future reasonable rules and regulations 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 (the "Rules and Regulations"). Landlord reserves the right to make changes to the existing Rules and Regulations and to adopt additional reasonable rules and regulations from time to time; provided however, such changes and additions shall not alter the essential terms of this lease or any substantive rights granted hereunder and shall not become effective until thirty (30) days' written notice thereof shall have been furnished to Tenant. A copy of the existing Rules and Regulations are attached hereto and the Tenant acknowledges that he has read them. The Rules and Regulations shall be deemed to be a part of this lease giving to the Landlord all the rights and remedies herein provided.

(b) (check if applicable) Owner Association Rules and Regulations: The Premises are subject to regulation by the following owners/condo association:

- Name of association: _____
- Name of association property manager/president: _____
- Contact address and phone number: _____
- Association website address, if any: _____

Tenant agrees to abide by any applicable owners' association regulations as they now exist or may be amended.

10. Right of Entry: Landlord hereby reserves the right to Landlord, Agent and their respective agents and representatives 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 they may deem appropriate; (3) showing the Premises to prospective purchasers or tenants; and (4) displaying "For Sale" or "For Rent" signs in a reasonable manner upon the Premises. Tenant acknowledges and understands that in the case of an emergency, the Landlord, Agent and their agents and representatives may need to enter the Premises at any hour to cause repairs to be made to preserve or prevent further damage from occurring to the Premises, and the Tenant agrees to cooperate reasonably with them in the event of any such emergency.

11. Payment for repair of Damages: Tenant agrees to pay Landlord for the cost of repairing any damage for which Tenant is responsible upon receipt of Landlord's demand therefor, and to pay the Rent during the period the Premises may not be habitable as a result of any 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, drink stains on carpet, unauthorized paint colors, and lawn, shrubbery or tree damage caused by Tenant or Tenant's animals.

12. Pets: Tenant agrees not to keep or allow anywhere on or about the Premises any animals or pets of any kind, whether on a temporary basis or otherwise and whether belonging to the Tenant or anybody else, including but not limited to, dogs, cats, birds, rodents, reptiles or marine animals, unless permitted under the terms of a Pet Addendum attached to this Agreement. Tenant shall be subject to a fine of \$ 1,000.00 for any violation of this paragraph or of the terms of any Pet Addendum that may be a part of this Agreement, and Tenant agrees to pay any such fine upon receipt of Landlord's demand therefore. Payment of any such fine shall not permit Tenant to keep any animal or pet for which the fine was imposed.

13. Alterations: The Tenant shall not paint, mark, drive nails or screws into, or otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork or any other part of the Premises, decorate the Premises, change or remove any existing locks or add any additional locks, or make any alterations, additions, or improvements in, to, on or about the Premises without the Landlord's prior written consent and then only in a workmanlike manner 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, and keys for any changed or additional locks shall immediately be provided to the Landlord. 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.

14. 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. Tenant shall be subject to a fine of \$ 1 month's rent for any violation of this

paragraph, and Tenant agrees to pay any such fine upon receipt of Landlord's demand therefor. Payment of any such fine shall not permit any person for whom the fine was imposed to occupy or use the Premises as a residence.

15. **Rental Application:** In the event the Tenant has submitted a Rental Application in connection with this lease, Tenant acknowledges that the Landlord has 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 facts 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.

16. **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 services to the Premises for which he is responsible and have all such utility services discontinued; (2) vacate the Premises removing there from all Tenant's personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves and sinks, removing there from all rubbish, trash, garbage and refuse; (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when Tenant took possession of the Premises; provided, however, Tenant shall not be responsible for ordinary wear and tear or for repairs required by law or by paragraph 6 above to be performed by Landlord; (5) fasten and lock all doors and windows; (6) return to the Landlord any and all keys, other access devices, parking and pool passes, garage door openers and other similar items to the Premises and any amenities; (7) restore the level of fuel in any fuel tank used by the Tenant to its level as of the Beginning Date of the Tenancy; and (8) 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 clean the Premises, appliances and fixtures as herein provided, 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 as provided in paragraph 4 above.

In the event Tenant desires to terminate the Tenancy prior to the end of its term then in effect, Tenant acknowledges and understands that the Landlord will use reasonable efforts to re-rent the Premises, but that the Tenant shall remain responsible for the performance of all the Tenant's obligations under this Agreement until such time as the Landlord may be able to re-rent the Premises, unless the Landlord and the Tenant agree otherwise in writing.

17. **Tenant's Breach:**

- (a) **Events Constituting Breach:** It shall constitute a breach of this Agreement if Tenant fails to:
 - (i) pay the full amount of rent herein reserved as and when it shall be come due here under; or
 - (ii) perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure shall continue for a period of five (5) days from the date the Landlord provides Tenant with written notice of such failure or shall occur again any time thereafter without any requirement of further notice from the Landlord.

In either of such events and as often as either of them may occur, the Landlord, in addition to all other rights and remedies provided by law, may, at its option and with or without notice to Tenant, either terminate this lease or terminate the Tenant's right to possession of the Premises without terminating this lease.

(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 ejection proceeding.

(c) **Fees/Costs of Summary Ejection Proceeding:** If a summary ejection proceeding is instituted against Tenant, Landlord shall be entitled to recover from Tenant the following fees/costs in accordance with NC General Statutes §42-46 (i) filing fees charged by the court, (ii) costs for service of process, (iii) the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee, and (iv) reasonable attorneys' fees actually incurred not to exceed fifteen percent (15%) of the amount owed by Tenant, or fifteen percent (15%) of the monthly rent stated in this Agreement if the summary ejection proceeding is based on a default other than the nonpayment of rent.

(d) **Acceptance of Partial Rent:** Tenant acknowledges and understands that Landlord's acceptance of partial rent or partial housing subsidy will not waive Tenant's breach of this Agreement or limit Landlord's rights to evict Tenant through a summary ejection 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 hereunder 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, including but not limited to damages for Tenant's continued occupancy of the Premises following the Landlord's termination.

(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 efforts to re-let the Premises on Tenant's behalf. Any such rentals reserved from such re-letting shall be applied first to the costs of re-letting the Premises and then to the rentals due hereunder. In the event the rentals from such re-letting are insufficient to pay the

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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.

18. **Landlord's 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 the Tenant shall have no right to terminate this lease for any such default or suspend his performance hereunder. In no event 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 houses, and tennis courts, constitute a material breach of this lease and the Tenant shall have no right to terminate this lease or to suspend his performance 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 breaches, and in no event, except in the case of the Landlord's willful or wanton negligence, shall the Tenant collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the Premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

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

20. **Tenant's Insurance; Release and Indemnity Provisions:**

Property Insurance (Tenant initial if applicable*):

Tenant shall be required to obtain and maintain throughout the term of the tenancy a renter's insurance policy, which policy shall, without cost to Landlord or Agent, name Landlord and Agent as an additional insured, and to promptly provide Landlord evidence of such insurance upon Landlord's request. In addition to coverage for damage or loss to Tenant's personal property in such amount as Tenant may determine, the policy shall include coverage for bodily injury and property damage for which Tenant may be liable in the amount of **\$500,000.00**

**If not initialed, Tenant shall not be required to obtain a renter's insurance policy*

(b) Whether or not Tenant is required to obtain a renter's insurance policy, Tenant shall be solely responsible for insuring any of his personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, storm and all other hazards and casualties. Regardless of whether the Tenant secures such insurance, the Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the Tenant's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional acts or willful or want on negligence of the Landlord.

(c) The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Tenant or to any members of his household resulting from any cause whatsoever except only such personal injury caused by the negligent, or intentional acts of the Landlord or his agents.

21. **Agent:** The Landlord and the Tenant acknowledge that the Landlord may, from time to time in his discretion, engage a third party ("the Agent") to manage, supervise and operate the Premises or the complex, if any, of which they are a part. If such an Agent is managing, supervising and operating the Premises at the time this lease is executed, his name will be shown as "Agent" on the first page hereof. With respect to any Agent engaged pursuant to this paragraph, the Landlord and the Tenant hereby agree that: (1) Agent acts for and represents Landlord in this transaction; (2) Agent shall have only such authority as provided in the management contract existing between the Landlord and Agent; (3) Agent may perform without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein or by law and such performance shall be valid and binding, if authorized by the Landlord, as if performed by the Landlord; (4) the Tenant shall pay all rents to the Agent if directed to do so by the Landlord; (5) except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein; (6) nothing contained herein shall modify the management contract existing between the Landlord and the Agent; however, the Landlord and the Agent may from time to time modify the management agreement in any manner which they deem appropriate; (7) the Landlord, may, in his discretion and in accordance with any management agreement, remove without replacing or remove and replace any agent engaged to manage, supervise and operate the Premises.

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22. **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.

23. **Amendment of Laws:** In the event that subsequent to the execution of this lease any state statute regulating or affecting any duty or obligation imposed upon the Landlord pursuant to this lease is enacted, amended, or repealed, the Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this lease.

24. **Eminent Domain and Casualties:** The Landlord shall have the option to terminate this lease if the Premises, or any substantial part thereof, are condemned or sold in lieu of condemnation or damaged by flood, storm, fire or other casualty. The Landlord shall give Tenant at least thirty (30) days written notice of any such termination. This lease shall terminate as of the date specified in the notice and the rent will be accounted for between Landlord and Tenant as of that date.

25. **Assignment:** The Tenant shall not assign this lease or sublet the Premises in whole or part.

26. **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.

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

28. **Other 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:

- Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (form 430-T) (if Premises built prior to 1978)
- Military Status Addendum (form 436-T)
- Maintenance Addendum (form 440-T)
- Pet Addendum (form 442-T)
- Assistance Animal Addendum (form 443-T)
- Guaranty Addendum (form 445-T)
- OTHER: Additional Terms and Conditions; Early Termination of Lease Provisions

(c) The following additional terms and conditions shall also be a part of this lease: **Tenant is responsible for pest service. Tenant must abide by all covenants, rules, restrictions, laws, etc. Should a fine be imposed on tenant, owner or property for tenant's actions, the tenant is responsible and the owner can exercise the right to terminate the lease with a 30 day notice. If pro-rating rent at move in, the last few days and all of the next month due at move in. NO SMOKING in the property or on property grounds !**

29. **Inspection of Premises:** Within 1 days of occupying the Premises, Tenant has the right to inspect the Premises and complete a Move-in Inspection Form.

30. **Tenant Information:** Tenant acknowledges and understands that during or after the term of this Agreement, the Landlord may provide information about Tenant or relating to the Tenancy in accordance with applicable laws, including but not limited to providing such information to a credit reporting agency.

31. **Execution; Counterparts:** When Tenant signs this lease, he acknowledges he has read and agrees to the provisions of this lease. This lease is executed in 3 (number) counterparts with an executed counterpart being retained by each party.

Tenant Initials

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32. **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.

33. **Use of Electronic Means; Notice.** The parties agree that electronic means may be used to sign this Agreement or to make any modifications the parties may agree to, and that any written notice, communication or documents may be transmitted electronically to any e-mail address, cell phone number or fax number used by the parties to communicate during the course of this Agreement. Any notices required or authorized to be given hereunder or pursuant to applicable law may also be mailed or hand delivered to the Tenant at the address of the Premises and to the Landlord at the address of the Agent.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

LANDLORD: _____

LANDLORD: _____

BY: AGENT: **Massey Real Estate, LLC** _____

By: Individual license # **200966** Date: _____

[Signature of authorized representative]

Emily B Massey, Agent

Address: **1415 W NC Highway 54, Durham, NC 27707-5577** _____

Telephone: **(919)401-5200** Fax: _____ Email: **office@masseyrealestate.com** _____

TENANT: Date: _____

[Tenant signature]

Contact information: _____

Home Work Cell Email

TENANT: Date: _____

[Tenant signature]

Contact information: _____

Home Work Cell Email

TENANT: _____ Date: _____

[Tenant signature]

Contact information: _____

Home Work Cell Email

TENANT: _____ Date: _____

[Tenant signature]

Contact information: _____

Home Work Cell Email

MAINTENANCE ADDENDUM

Premises: _____

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

GOOD HOUSEKEEPING IS EXPECTED OF EVERYONE.

VEHICLES

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

LIGHTS, FILTERS, FUSES, ETC.

- Replace burned-out electric light bulbs and blown fuses
- Reset tripped circuit breakers and oven timers
- Leave working light bulbs in all electrical sockets at end of tenancy
- Relight oil or gas furnaces and hot water heaters
- Replace heating/air conditioning filters at least every three months
- Leave new filter in the air return at end of tenancy
- **Replace water filters as necessary per appliance; all air filters must be changed every 30 days**

CARPETS

- Use a professional carpet cleaning service to steam clean carpets unless you have written permission to clean them yourself
- **Tenants are to professionally clean carpets upon move out and provide paid invoice from carpet cleaning company.**

FIRE SAFETY

- If you have never used a fireplace before, ask for instruction on how to use it
- Do not store ashes in trash cans
- Do not build a wood fire in a fireplace that has connections for gas logs
- Do not use kerosene heaters
- Do not use grills within 10 feet (horizontally or vertically) of anything that will burn

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

- Allow water to trickle and place lights as appropriate
- If you are going to be away from home, have water turned off and water lines drained or leave sufficient heat in the house
- Disconnect garden hoses from the outside faucets

PEST EXTERMINATION

- Keep the Premises free from visible infestations of roaches, ants, hornets, bees, mice, bedbugs and other pests
- **See Additional Terms and Conditions regarding pest control, first paragraph page 1.**

LOCKS

- Do not change or remove any existing locks or add any additional locks without Agent's written permission
- Immediately provide Agent keys for any changed or additional locks

Page 1 of 2



North Carolina Association of REALTORS®, Inc.

Tenant Initials

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STANDARD FORM 440 – T
Revised 7/2018
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MOLD AND MILDEW. To help prevent mold and mildew from accumulating in the Premises:

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

EXTERIOR MAINTENANCE

- Mow the grass in a timely manner
- Clean any gutters and trim any shrubs at least semi-annually
- Keep the porches, patios, balconies, and front and backyards free of clutter, unsightly items, and other personal articles
- **Tenants are not responsible for cleaning gutters.**

REPAIRS

- If you do not keep an appointment to be home for maintenance or repair work, the worker's time will be charged to you
- If you request repairs and the worker is unable to enter due to extra locks or chains on the door not being removed, the worker's time will be charged to you
- You will be charged for any service calls to repair items that you are responsible for maintaining
- You may not authorize any maintenance or repairs at Landlord's or Agent's expense
- You will not be reimbursed for any unauthorized repairs that Landlord is responsible for
-

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TENANT:

LANDLORD:

(SEAL)

_____ (SEAL)

(SEAL)

_____ (SEAL)

Date: _____

By: _____, AGENT

Date: _____

(SEAL)

PET ADDENDUM

Premises: _____

This Addendum is attached to and made a part of the Residential Rental Contract ("Contract") between Landlord and Tenant for the Premises. Landlord agrees that Tenant shall be permitted to keep a pet of the type described below on the Premises on the following terms and conditions:

1. Description of Permitted Pet: (insert breed, color, age, weight, name, etc.): _____

_____ (the "Pet")
Tenant acknowledges and understands that the terms and conditions of this Addendum apply only to the Pet and not to any other animal of any type except to the extent that Tenant acquires another animal in accordance with paragraph 3 below.

2. Pet Fee; Damages: Tenant shall pay a nonrefundable pet fee in the amount of \$ **250.00** ("Pet Fee"). Tenant acknowledges that the amount of the Pet Fee is reasonable and agrees that the Landlord shall not be required to refund the Pet Fee in whole or in part. Tenant agrees to reimburse Landlord for any primary or secondary damages caused by the Pet, whether the damage is to the Premises or to any common areas used in conjunction with them.

3. Removal of Pet: The Tenant shall remove the Pet within **48** hours of written notification from the Landlord that the Pet, in the Landlord's sole judgment, creates a nuisance or disturbance or is, in the Landlord's opinion, undesirable. If the Pet is caused to be removed pursuant to this paragraph, the Landlord shall not be required to refund the Pet Fee; however, the Tenant shall be entitled to acquire and keep another pet of the type previously authorized without the payment of another Pet Fee, but subject to all the other terms of this Addendum.

4. Tenant Representation: Tenant represents that to the extent applicable, the Pet (i) has been properly licensed and inoculated for rabies and other required inoculations for the type of animal; and (ii) has been neutered or spayed.

5. Tenant Responsibility for Care and Control of Pet: Tenant agrees to be responsible for feeding, maintaining, providing veterinary care, and promptly cleaning up after the Pet. Tenant also agrees that the Pet will not be tethered, and that when not inside the dwelling, the Pet will at all times be on a leash, or carried, or kept in a secure, fenced-in area.

6. Indemnity: Tenant agrees to take reasonable measures to prevent the Pet from causing damage to the property or person of any individual, and to indemnify and hold Landlord and Landlord's agents harmless from any liability to third parties which may result from Tenant's keeping of the Pet.

7. Insurance: If Tenant is required to obtain and maintain a renter's insurance policy, Tenant understands and agrees that the policy will include coverage for bodily injury and property damage caused by the Pet.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

TENANT: _____ (SEAL)

LANDLORD: _____ (SEAL)

_____ (SEAL)

_____ (SEAL)

Date: _____ (SEAL)

By: **Emily B Massey, Agent**, AGENT
_____ (SEAL)

Date: _____ (SEAL)

Date: _____

Date: _____



North Carolina Association of REALTORS®, Inc.



STANDARD FORM 442 - T
Revised 7/2020

© 7/2020

Lease Template

Additional Terms and Conditions to Lease for: _____

Tenants: _____

Owners: _____

- Tenant is responsible for interior pest service after the first 30 days of occupancy. All tenants are required to have either a quarterly pest service or treat the house monthly on their own. Tenants to let us know within their first week of move in which option they have chosen. If professional quarterly service, the name of the company is required, if choosing to do on their own, it must be done monthly. If tenants will be handling their own pest control and pest service is required within the first 30 days of their vacating the property, the tenants are responsible and will be charged for pest treatment and any damage caused by pests from their security deposit.
- If a tenant locks themselves out of a property, the tenant is responsible. If the tenant calls a locksmith for entry, the tenant is responsible for the bill. If possible, the tenant may contact the management office during normal business hours to obtain a key. Lockouts are NOT deemed a maintenance emergency.
- No utilities are provided. Utilities must be in the tenant's name throughout entire lease term. If tenant turns the utilities off during their lease term, a \$250.00 fee will be assessed to the account plus the cost of the utilities.
- Tenant is responsible for allowing in maintenance contractors and making the property accessible for maintenance contractors. If tenant calls a contractor for a repair, the tenant is responsible for the maintenance bill. If a repair call is made and there is no repair to be found once the technician arrives, the tenant will be responsible for the repair call and will pay with their next due rent payment.
- Tenant must abide by all HOA rules and regulations. If a fine is posed on the property for non-compliance from tenant or tenant's guests or permitted occupants, tenant is responsible for the fine. Should the fines or notices become excessive, per the owner's decision, the owner may terminate the lease with a 30 day notice.
- If applicable, tenants are responsible for any move in or move out fees imposed by any HOA. Owners are responsible for HOA fees, however, tenants will be charged if the HOA at the property imposes any move in fee and/or move out fee.
- The use and distribution of illegal drugs is not allowed and will constitute eviction and termination of lease.
- No smoking in the property.
- Owner will not maintain any alarm system should there be one at the property or if the tenant's decide to have one installed. The tenants may monitor any said security system at their own expense.
- Tenant must protect floors and countertops from damage.
- Tenants agree to pay a \$ _____ cleaning fee at move in which will be applied to their move out clean requirement upon vacating the premises.
- Tenants do not have permission to hang artwork except with 3M hooks. Should any damage to sheetrock occur through the use of traditional nails and/or hooks the tenant will be held responsible for all repairs up to and including replacing sheetrock and painting.
- NO PAINTING! If you paint, even upon move out, tenants will incur a \$350 fee AND all labor costs and materials costs to fix paint.
- Tenants must not place stickers or adhesive decorations on any ceilings or walls in the property.
- When the tenant places an official notice to move and the property is listed on the market for rent, any showing appointment that is made 8 hours in advance of the appointment and is declined by the tenant without the permission of the property manager/owner, will result in a \$75.00 fine to the tenant for impeding the owner's future income of the property.
- Tenant will be responsible for any repairs to any clogged drains if deemed caused by tenant.
- Tenants are responsible for any repairs to any stopped up/clogged/overflow of toilets if deemed caused by tenant.
- Tenant is responsible for any and all filter changes with the home, including water and air filters. Tenant is to change air filters every 30 days and write date on filter that it was inserted into the air return. Clogged air filters that cause damage requiring repairs to the system can be at the responsibility of the tenant.

- Tenants are responsible for changing air filters every 30 days. If an HVAC system, heat or a/c unit needs repair and it is found that air filters are dirty and not being changed as required by the terms of the lease and maintenance addendum, the tenants will be held financially responsible for any necessary repairs.
- If the lease converts to a month to month lease without the owner's permission the rent increases by \$100.00 per month beginning on the month to month term until a new lease is signed.
- Tenants must be responsible for scheduling and allowing in termite inspectors for annual inspections. It is the tenant's responsibility to make the property accessible for the inspector. If the tenant fails to do so, and a fee is charged to the owner, the tenant is responsible for paying the fee for a re-inspect or missed inspection.
- In freezing temperatures, you must leave your water dripping to avoid the pipes freezing. Should the water freeze and pipes burst, the tenant will be held responsible for damage and repair costs, ie: plumbing, water clean-up, repairs to flooring and/or sheetrock, etc.
- If tenants choose to use the garbage disposal, then the tenant agrees to maintain the disposal. Tenants will be held responsible should the garbage disposal become jammed and need to be "broken loose" and/or if motor failure occurs. Any maintenance calls relating to the garbage disposal will be the responsibility of tenants. The owner reserves the right to remove the garbage disposal completely during any point of the lease. **WARNING:** Garbage disposals are not meant for all garbage. Grease should never be put into any drain, including a garbage disposal. All grease should be allowed to cool, congeal and be wiped into a trashcan prior to washing any dish or cooking vessel in the sink. Tenants must run water into the unit while using the garbage disposal and must be cautious as to overloading with food debris and/or the type of food debris being placed in the disposal.
- Tenants are responsible for landscaping and lawn responsibilities. The lawn must be cut and maintained. Leaves must be removed annually, not just blown to the side or up against a fence, but completely removed. Sticks and smaller branches that fall from any tree, are the responsibility of the tenant to remove from the property. If the size of the branch is in question, please contact the property manager. Any vines that begin to grow up the house or any structure that is part of the lease, must be removed immediately and treated. Should vines grow up a house and cause damage, repairs will be at the tenant's expense.
- If the tenant is paying their security deposit or rent for the first time on the online portal it must be paid 7 days in advance of getting keys to the property otherwise the tenant must pay their security deposit and/or rent with a certified check or cash to the office prior to receiving keys.
- Owners and Property Management are not responsible for postal keys. Postal keys are owned by the person receiving mail and the USPS owns the mailbox. If the key does not operate, or the previous tenant did not return the mail keys, the person receiving mail is responsible for obtaining a postal key from their local post office.
- A renter's insurance policy and proof that the utilities have been transferred into tenant's name must be shown to management before management will hand over keys to the property. These documents may be emailed, mailed or hand delivered to office@masseyrealestate.com or to the physical office address prior to the lease start date.
- Tenants must leave the property free of all belongings and swept clean upon vacating. Carpets must be professionally cleaned and the paid invoice is to be provided. If paid invoice is not provided, professional carpet cleaning will be conducted and charged to tenant.
- An unpermitted occupant is defined as anyone who resides at the property for 30 days or more at a time without owner approval.
- Tenant(s) acknowledge receipt of a copy of the signed lease. Tenant(s) may request one more copy at no charge to be emailed or picked up. After that, any additional copies to be emailed or picked up are \$5. Leases sent via postal service at any time are \$25.
- If tenants change any locks without permission a \$300.00 fine will be charged to tenants.
- Smoke and carbon monoxide detectors should never be disconnected from the wall or ceiling. Tenants are responsible to change the batteries, but if the detector is disconnected, the tenant will be fined \$250 for each detector that is disconnected. This is a major liability and is extremely unsafe to disconnect the smoke or carbon monoxide detector.
- Mandatory property inspections are held bi-annually and annually. Although invited, tenants are not required to attend. Advance notice will be given to tenants of the date and time range for the inspection but inspections will not be rescheduled based on tenant's availability. If management is unable to access the property for any reason there will be a \$200 fine to reschedule. Not accessing the property can be due to pets not being contained, locks changed without permission and/or management denied entry by the tenant. Management will give no more than 3 notices of the scheduled date.
- Tenants are to submit their security deposit through their online tenant portal within 2 business days of lease signing. Failure to do so could constitute termination of the lease.
- Tenants are to submit their maintenance requests online at www.MasseyRealEstate.com/forms.

- Included in the lease: refrigerator, dishwasher, range, washer, dryer and 2 unit keys
- Tenants are to pay their rent by the 1st of each month to the management company listed below or through their online tenant portal. Rent is considered late if received the 6th of the month or later.

Massey Real Estate
1415 W NC Hwy 54 Suite 201
Durham, NC 27707

Violation of any of the above mentioned additional terms and conditions may constitute termination of the lease or eviction.

Early Termination of Lease Provisions

Tenants: _____

Owners: _____

Property: _____

Tenant is liable for the full rental term. If tenant breaches and gives notice of intent to vacate the property prior to the end of the lease term, tenants automatically forfeit their security deposit and will also be liable for the following:

- 1 Any unpaid rent and rent until the start of a new lease on the property, including the time needed by management to prepare the unit for the next tenant.
- 2 Utilities must remain on and in the tenants name until the start of a new lease.
- 3 All lawn care and landscaping maintenance until the start of a new lease starts
- 4 Regular pest service must be maintained, if a pest issue is discovered tenants will be required to pay for pest treatment service occurring during the first 30 days of new lease.
- 5 Management fees incurred by the owner for the relocation of new tenants (\$895.00)
- 6 Expenses incurred by the owner to prepare the property for a new tenant, including but not limited to repairs, painting, light bulbs, air filters, etc not to exceed one full month's rent.
- 7 Paragraphs 5 and 6 could be waived at owners' discretion if tenants break the lease less than 60 days prior to the end of the lease term, however all other provisions will be not waived under any circumstances.

