

RESIDENTIAL LEASE

Property type: Condominium/Townhome

BY THIS AGREEMENT made and entered into on _____, 20____ between RAMPSIDE PROPERTIES LLC herein referred to as Landlord, and _____ herein referred to as Tenant. Landlord leases to Tenant the premises situated at _____, in the City of Charlotte, County of Mecklenburg, State of North Carolina, and more particularly described as follows: _____ together with all appurtenances, for a term of _____ months / years, to commence on _____, 20____, and to end on _____, 20____ at ____ o'clock ____ .m.

1. **Rent.** Tenant agrees to pay, without demand, to Landlord as rent for the demised premises the sum of _____ Dollars (\$_____) per month in advance on the 1st day of each calendar month beginning _____, 20____.
2. **Form of Payment.** Tenant agrees to pay rent each month in the form of one personal check, OR one cashier's check, OR one money order made out to RAMPSIDE PROPERTIES LLC.
3. **Late Payments.** For any rent payment not paid by date due, Tenant shall pay a late fee in the amount of _____ Dollars (\$_____).
4. **Returned Checks.** If, for any reason, a check used by Tenant to pay Landlord is returned without having been paid, Tenant will pay to Landlord bank charge of thirty dollars (\$30.00) in addition to paying late fee.
5. **Security Deposit.** On execution of this lease, Tenant deposits with Landlord _____ Dollars (\$_____), receipt of which is acknowledged by Landlord, as security for the faithful performance by Tenant of the terms thereof, to be returned to Tenant, without interest, except where required by law, on the full and faithful performance by him of the provisions hereof. Security deposit will be returned in 10 to 30 days after lease-end.
6. **Quiet enjoyment.** Landlord covenants that on paying the rent and performing the covenants herein contained, Tenant shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.
7. **Pets.** No pets are permitted (UT/UTN) unless a Pet Agreement is signed in advance (Colville)
8. **Parking Passes.** If parking permits are issued, Tenant is responsible for all costs to replace any lost or stolen parking permits. Parking passes must be returned at lease end or there will be a \$75.00 replacement fee.
9. **Use of Premises.** The demised premises shall be used and occupied by Tenant exclusively as a private single family/shared room mate residence, and neither the premises nor any part thereof shall be used at any time during the term of this lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family/shared room mate residence. Tenant shall comply with all sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the demised premises, during the term of this lease.
10. **Number of Occupants.** Tenant agrees that the demised premises shall be occupied by no more than 3 4 persons consisting of 3 4 adults and 0 children under the age of 18 years, without the written consent of Landlord. **Guests of Tenant may occupy demised premises no longer than 3 days in any one month. Longer stay by guests must be pre-approved by Landlord.**
11. **Condition of Premises.** Tenant stipulates that he has examined the demised premises, and they are, at the time of this lease, in good order, repair and a safe, clean, and tenantable condition.
12. **Keys.** Tenant will be given 1 key to the premises and 1 mailbox key. If all keys are not returned to the Landlord following termination of lease, Tenant shall be charged ten dollars (\$10.00) per key.
13. **Locks.** Tenant agrees not to change locks on any door or mailbox.
14. **Lockout.** If Tenant becomes locked out of the premises, Tenant will be required to secure a private locksmith to regain entry at Tenant's sole expense. If new lock/s need to be installed by Landlord due to special locking system in residence, the cost to Tenant is thirty dollars (\$30.00).

- 15. Parking.** Any parking that may be provided is strictly self-park and is at owner's risk. No bailment or bailee custody is intended. Landlord is not responsible for, nor does Landlord assume any liability for damages caused by fire, theft, casualty of any other cause whatsoever with respect to any car or its contents. All apartments owned by Rampside Properties are located in complexes which require a valid parking tag hung on the rear-view window in addition to an automobile that is fully current, meaning up-to-date inspection, license plates and registration. Property management has the right to give warning and if not brought current, tow any vehicles which are not current.
- 16. Alterations and Improvements.** Tenant shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior written consent of Landlord. All alterations, changes, and improvements built, constructed, or placed on the demised premises by Tenant, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain on the demised premises at the expiration or sooner termination of this lease.
- 17. Damage to Premises.** If the demised premises, or any part thereof, shall be partially damaged by fire of other casualty not due to Tenant's negligence or willful act or that of his employee, family, agent, or visitor, the premises shall be promptly repaired by Landlord and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable; but, if the leased premises should be damaged other than by Tenant's negligence or willful act or that of his employee, family, agent, or visitor to the extent that Landlord shall decide not to rebuild or repair, the term of this lease shall end and the rent shall be prorated up to the time of the damage.
- 18. Dangerous Materials.** Tenant shall not keep or have on the leased premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 19. Utilities. Option 1: Tenant shall be responsible for arranging for and paying for all utility services required on the premises, except that _____ shall be provided by Landlord. Option 2: All utility services required on the premises shall be provided by Landlord. Option chosen is: 1 2**
- 20. Right of Inspection.** Landlord and his agents shall have the right at all reasonable times during the term of this lease and renewal thereof to enter the demised premises for the purpose of inspecting the premises, changing HVAC filters and all building and improvements thereon.
- 21. Maintenance and Repair. Tenant will, at his sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition** and repair during the term of this lease and any renewal thereof. In particular, Tenant shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the property clean; keep the outside of the property free from trash or debris; and at his sole expense, shall make all required repairs to the plumbing, range, heating, apparatus, and electric and gas fixtures whenever damage thereto shall have resulted from Tenant's misuse, waste, or neglect or that of his employee, family, agent, or visitor. Major maintenance and repair of the leased premises, not due to Tenant's misuse, waste, or neglect or that of his employee, family, agent, or visitor, shall be the responsibility of Landlord or his assigns.
- 22. Painting.** Landlord reserves the right to determine when the dwelling will be painted unless there is any law to the contrary.
- 23. Insurance.** Landlord has obtained insurance to cover fire/flood damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or Landlord negligence. Landlord's insurance does not cover Tenant's possessions or Tenant's negligence. Tenant shall obtain a Tenant's insurance policy to cover damage or loss of personal possessions, as well as losses resulting from their negligence.

- 24. Renewal of Lease.** This lease does not automatically renew. A new lease agreement must be signed. The Tenant must notify the Landlord 90 days before the term expires of their intent to renew or vacate the property. This lease expires unless a new lease is signed.
- 25. Surrender of Premises.** At the expiration of the lease term, Tenant shall quit and surrender the premises herby demised in as good state and condition as they were at the commencement of this lease, reasonable use and wear thereof and damages by the elements excepted.
- 26. Default.** If any default is made in the payment of rent, any part thereof, at the times hereinbefore specified, or if any default is made in the performance of or compliance with any other term or condition hereof, the lease, at the option of the Landlord, shall terminate and be forfeited, and Landlord may re-enter the premises and remove all persons therefrom. Tenant shall be given written notice of any default or breach, and termination and forfeiture of the lease shall not result if, within 3 days of receipt of such notice, Tenant has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time.
- 27. Binding Effect.** The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this lease.
- 28. Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Addendum 1: Lease Terms - RAMPSIDE PROPERTIES LLC

A) Rent is due on the 1st of every month and is considered late if received after the 5th. It is imperative that you pay your rent on time.

NOTE: Landlords are often used as references for a future job or housing you may apply for and a negative report from a previous Landlord will adversely affect your chances of securing a future job or housing. Additionally, landlord has access to credit- reporting agencies and can report non-payment of rent, which will adversely affect your credit, hindering you from getting future loans or causing you to pay very high rates because of a reduced FICO score. The Landlord's job is to provide you with a safe, comfortable place to live; your job is to pay the rent on time, every time.

B) Smoking/Drug Policy: No drugs are permitted in the condo at any time, that includes marijuana.

You are free to smoke cigarettes on the balcony with the sliding door closed. The inside of the condo must be a smoke-free environment at all times. Candles are also strictly forbidden due to fire hazard.

IMPORTANT NOTE: If you smoke inside the condo or light a candle and you cause a fire, we will absolutely take you to court and ask the judge to have you and your guardian pay for all damages (if sprinklers are initiated, your unit and the one below and possibly the one below that will be severely damaged by hundreds of gallons of water and repair costs can easily reach \$10,000 or much more). **Don't risk it! Please don't light candles and only smoke on the patio so we can all sleep well at night.**

_____ -TENANT INITIALS

C) Utilities are included up to the following for power & water/sewer: power up to \$120 per month (\$30 per person), water/sewer up to \$40 per month (\$10 per person). For typical usage in a 4 tenant setting, these limits should rarely be reached or exceeded. Any usage over these limits will be added to the month's rent in which the extra usage was incurred and will be split by each tenant in the condominium equally. Basic cable and high-speed modem/internet connection are also included in your rent but contain the following stipulation: It is the tenant's responsibility to provide the hardware other than the modem. **Landlord supplies the modem only. If experiencing difficulty, direct questions to Time Warner and check modem receiving signal. If modem is receiving signal, then the problem is no longer a landlord obligation. Personal software, computer and routing issues are tenant obligations.**

D) **Toilets:** By initialing, you certify that you will advise the landlord the minute you hear a runny toilet. If you do not know what a running toilet sounds like, instead of it being silent, you will hear what sounds like water rushing through it, which means that the toilet needs immediate attention or there will be a huge water bill which you will be responsible for. _____ -TENANT INITIALS

E) No painting or any other modifications to the condominium is permitted although no written permission is necessary to hang pictures, posters and mirrors as long as no holes larger than 1/16 inch are left at lease-end.

F) If any rules stipulated by the condo complex are broken and a fine is incurred, it is the full responsibility of the tenant to pay the fine within 1 week of notice. Note that the 3 items that will quickly be found and receive a fine for are: dogs/cats (\$100 fine), BBQ's on the patio (\$100 fine) and any garbage in front of your doorstep (\$100 fine). The property manager frequently walks the property and photographs any violations so typically the fines are irrefutable.

G) Your bedroom key is unique to your bedroom and common with your roommates to the front door. If you lock your key in your bedroom you will not be able to get in with another roommate's key. It is strongly suggested that you immediately make a copy of your key and give it to a friend/family member in case you get locked out. If property manager is called to let you in, there will be a **\$30 charge** payable at time of unlocking door.

H) I understand that I am signing a _____ month / year lease and that if for any reason I have to break this lease before the completion of the lease term, I will either: owe the landlord in full for the remainder of the term, or find the landlord another suitable tenant to stay for the remainder of the lease in addition to forfeiting security deposit. The landlord has to agree that the new person is suitable to sign a lease and has the right to refuse this person for any reason.

I) Upon lease-end, forty dollars (\$40.00) is charged as turnover fee (used to pay for cleaning crew to prepare for next tenant and which previous tenant paid for you).

J) Landlord is not responsible for outgoing pipe drain issues (meaning if your sink/toilet clogs up because of hair, etc. or you put something in the toilet/insinkerator that clogged it up). Having said that, if your clog is determined to be due to mechanical failure and not your doing, the landlord will be responsible for hiring a plumber to fix it. If there is an insinkerator in your kitchen sink, use it wisely. If it clogs and a plumber has to be sent out to fix it, you will pay his bill (typically \$50-\$75). If you use it, only put in very soft foods, which are easily chopped, do not put potato peels or other harder type foods. If it clogs and no one knows who clogged it, all tenants will be responsible for splitting the plumber's bill evenly.

K) **Signs.** The tenant may display no signs which are visible from the outside of the property. The landlord may display "for sale" or "for rent" signs in the windows at any time.

L) Waterbeds are not permitted.

M) Any provision set forth in this Rental Agreement which is contrary to the state of North Carolina Residential Landlord and Tenant laws shall be treated by Landlord and Tenant as void and as if it were not set forth herein, but all other provisions of the Rental Agreement shall remain in full force and effect.

N) **Disputes.** Venue for any dispute shall be only in Charlotte, NC, in State civil courts to which all parties consent to personal jurisdiction. Jury trial is waived. The prevailing party is entitled to recover attorney's fees and costs from the non-prevailing party.

O) I agree that the condominium at time of lease signing is in satisfactory condition. I would like to list the following, which is not in satisfactory condition, which may result in a deduction from security deposit at lease-end:

I HAVE READ AND FULLY UNDESTAND THE ABOVE TERMS AND AGREE TO BE LEGALLY BOUND BY THESE TERMS. I ALSO ACKNOWLEDGE THAT THE LANDLORD HAS PROVIDED ME WITH A PERSONAL COPY OF THIS ENTIRE LEASE AND TERMS FOR ME TO KEEP FOR MY RECORDS.

Tenant Signature: _____

Rampside Properties LLC Representative Signature: _____

Date of Signing: _____, 20____

TENANT IDENTIFICATION INFORMATION AT LEASE-SIGNING

Name: _____

SS#: _____ - _____ - _____

Driver License #: _____ **State:** _____

Passport # (if DL not available): _____ **Country:** _____

Previous address: _____

Phone: _____

Email: _____

person to contact in case of emergency: _____ **Relationship:** _____

Emergency contact phone: _____

Rampside Properties LLC - Student Rental Co-Sign Form

NOTE: This form will be kept on file with the strictest confidence and will never be shared with anyone. Upon termination of lease, this form will be shredded.

Dear Parent/Legal Guardian,

Your son or daughter is interested in leasing a condo operated by Rampside Properties LLC (referred to as RPLLC further in this document). It is RPLLC's responsibility to provide your son or daughter with a comfortable, safe living environment. It is your son/daughter's responsibility to pay the rent on time, every time and to respect RPLLC's property.

I, (parent/legal guardian, please print) _____ am co-signing a lease agreement for my ____ son ____ daughter ____ other-specify:_____.

By signing this form, I understand that in the event that rent is unpaid, late, or if any damage is done above and beyond security deposit, I am fully responsible for full restitution to Landlord (RPLLC). I additionally understand that in the event that the lease needs to end earlier than lease terms specify, I am responsible for paying for the entire remaining term of the lease or another person can be found to sublease the room until lease-term end, provided that the Landlord and other roommates are in agreement that the new Tenant is qualified. I understand that failure to pay for late or unpaid rent, damage above and beyond security deposit and early lease termination without paying for entire remainder of lease term can result in Landlord taking legal action and additionally can result in reporting of legal guardian's non-payment to credit reporting agencies. If any non-performance issues arise with my son/daughter and the only means of resolution is in a court of law, I am stating in this document that I am binding myself to be present with my son/daughter in court to rectify the issue/s. Venue for any dispute shall be only in Charlotte, NC, in State civil courts to which all parties consent to personal jurisdiction. Jury trial is waived. The prevailing party is entitled to recover attorney's fees and costs from the non-prevailing party.

Name of tenant:

Parent/legal guardian address and phone number (home/work/cell):

Parent/legal guardian social security number:

I, parent/guardian certify that I fully understand the information contained in this legal document and I additionally certify that the above information is accurate and any questions I have of the Landlord have been answered to my satisfaction.

Signature of Parent/Guardian: _____

Date: _____
