

LEASE AGREEMENT

*AC Investment Properties, 704-506-3251 and P.O. Box 2512
Cornelius NC, 28031*

Unit: _____ Address: _____

City: _____ State: NC Zip: _____ County: GASTON

Resident 1:

Cell Phone: _____

Email: _____

SS#: _____

Date of Birth: _____

Name of Work: _____

Resident 2:

Cell Phone: _____

Email: _____

SS#: _____

Date of Birth: _____

Name of Work: _____

Phone:

Landlord: _____

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

Lease will automatically renew for an additional 30 days unless notice is given by either party.

Monthly Home Rental: \$ _____

Monthly Lot Rental: \$ _____

TOTAL RENT DUE \$ _____

LATE FEE: \$50 \$ _____

Security Deposit: \$ _____

Non-Refundable Pet Fee: \$300.00 _____ only if approved, pets are not usually allowed

Returned Check/Money Order Fee: \$ 25.00

COURT COSTS: \$126.00 for 1 adult \$300 for 2 adults or current court costs.
Evictions may be filed as soon as the 11th if rent is not paid in full.

The terms and conditions of this lease are as follows:

1. Rent Payment: The rent for the property shall be due by the first day of each month. Partial payments will not be accepted unless agreed to in writing by the landlord. Partial payments made by money order will be cashed by landlord; but shall not prevent late charges or eviction proceedings to begin.
 - We will be out the first Saturday of each month to collect rent. If rent is not collected in full, the eviction process is subject to start on that following Monday.
2. Rent shall be paid by Personal Check, Cashier's Check, Money Order or Cash.
 - a) If payment is made via money order Resident must be able to produce a money order receipt as proof of payment if money order is lost or stolen.
 - b) If Resident's rent check is returned, Park reserves the right to require Resident to pay future rent by money order, certified check, or cashier's check.
 - c) **Chronic Late Payment.** The Park may terminate this Agreement if the Resident is chronically late with rent payments. Chronic late payment is defined as paying rent after the first of the month or the first Saturday of the month. If you do not pay by that date, you are subject to eviction.
3. Security Deposit: A security deposit will be paid to the landlord in advance. Tenants must give 30 days notice in writing to receive full security deposit refund after any outstanding rent, late fees, cleaning or repair fees have been deducted and based solely on the landlord's decision after inspecting the property. Upon receiving notice from the tenants that the premises will be vacated, the landlord can show the property to prospective tenants. If at any time eviction proceedings are started, the security deposit is forfeit. The security deposit will be forfeit if the tenant breaches this contract, such as vacating the property prior to the termination of lease or eviction filed.
4. Late Charges and Evictions: Rent is due by the first day of each month. A late fee will be assessed after the 5th, of \$50. Eviction proceedings if elected by landlord will follow 10 days after first day of the month in the event of non-payment or partial payment of rent. Partial payments shall carry the same late charges. Violation by Tenant of the Rules and Regulations, this Agreement, or the provisions of North Carolina Statues are grounds for eviction or notice to vacate and landlord may give a 10 day notice to vacate after violation.
5. Pets: Pets are not allowed at this time. A non-refundable pet fee shall be required of all tenants who have pets if they are approved by type, weight and

quantity. The fee is non-refundable. Dogs must be restrained from behaving aggressively towards other tenants or guests either by training, fencing or tied up.

6. Occupancy: The tenants executing this agreement only shall occupy the premises. No other persons shall be allowed to reside upon the property. Listed on the last page are the names of all persons allowed to occupy the premises. Should additional persons occupy the premises without landlord's written permission this will constitute a breach of lease and summary eviction proceedings shall commence at the option of the landlords. For purposes of this Agreement, a "guest" shall mean a person whose stay does not exceed fifteen (15) days or thirty (30) total days per year. Tenant is accountable for all guests and family members. No two families shall reside in the home. No assignment of lease.

7. Alterations: The tenants shall make no alterations, decorations, additions or improvements in or to the rental homes without the landlord's prior written consent. All alterations, decorations, additions or improvements must remain with the property when the tenants vacate. Without prior written consent of the landlord, will accept no deductions from rent for any improvements.

8. Laws and Disturbances: Tenants shall comply with all Federal, State and Municipal authorities. Conviction of any violations can result in eviction at the sole discretion of landlord. Tenant must act (and require all other persons on the property to act) in a manner that does not unreasonably disturb any neighbors or constitute a breach of the peace. Tenant agrees to abide by the Quiet hour restriction, which is daily from 10 p.m. to 8:00 a.m. Disturbances to the general peace of the park will be dealt with swiftly and lead to eviction if compliance by tenant is uncooperative.

9. Personal Property: The landlord shall not be liable for the loss or damage of any personal property owned by the tenants. It is the tenant's responsibility to obtain renter's or vehicle insurance. The landlord will not be responsible for any personal property upon summary eviction of the tenants or the vacating of the tenants from the property.

10. Appearance: The tenants shall keep the property clean at all times. Interior of rental homes will be clean and free of excessive clutter. Tenant shall not permit any garbage or other unsightly items to be located on the Property. If tenant fails to remove items and landlord must remove items, a fee will be assessed to tenant.

There cannot be any vehicles that are not in running order or any other items that may seem unsightly to the landlord left on the property. If the landlord is required to remove any such unsightly items or vehicles, the cost of such removal shall be charged to the tenant. No parking shall be allowed on lawns or patios. Lots shall be kept mowed and weedeaten and free of junk and clutter. If landlord has to clean up or mow, charges will be passed on to the tenants.

No trampolines or swimming pools will be allowed unless you can provide proof of liability insurance.

Maintenance/Repairs: Rental home tenants shall inform the landlord of any problems concerning the property in respect to repairs. If repairs to the property are caused by negligence on the part of the tenants, the charge for the repairs will be charged back to the tenants. Tenants will replace heating and air conditioning filters on a bi-monthly basis. _____ (Initial) *Residents shall be responsible for the cost of septic tank waste disposal and repair, if the cause of the back-up is determined to be resident caused, which includes grease build up, toys, wipes or feminine hygiene products or other unauthorized items found in the lines or tank. All grease must be disposed of in a separate container and disposed of in the trash. No grease is to ever be placed down the drains. Subsequent violations, park may terminate lease with Resident.

Owner must be notified of any water leaks or running toilets. Any excessive usage will be charged to tenant.

11. Extension of Lease: At the end of this lease, if no written notice is given by tenant, the tenancy shall automatically become a month to month lease upon the same terms and conditions contained herein and may be terminated by Tenant giving the Landlord 30 days written notice at any time for any reason. If tenant breaks the lease before the expiration date, tenant shall be liable for the remaining month's rent on the lease agreement. Landlords are required to give a minimum of 7 days notice to end the month to month lease per North Carolina guidelines for any reason.

12. Property Acceptance: Property is accepted as is, No verbal agreements concerning changes or improvements to the property are valid unless given in writing by the landlord, The tenants accept the premises as tenantable, landlord has no further obligation for construction and tenants acknowledge that the premises are satisfactory in all respects. General maintenance repair requests will be done in a timely manner.

13. Disputes: Should a dispute arise between tenant and landlord that result in the tenant seeking legal action, that action must be sought in Small Claims Court. Should the legal action sought exceed the legal Jurisdiction of the Small Claims Court then the tenants agree to enter into arbitration, to pay the costs of the arbitration and to agree to abide by the results of the arbitration. The tenant shall pay for all legal fees and or attorney fees incurred by the landlord resulting from the action of the tenants that would require the landlord to seek legal action.

14. Insurance: The landlord maintains insurance on the rental home dwelling only and does not cover personal property of the tenants. Renters insurance is the responsibility of the tenants and is recommended to cover tenants belongings.

15. Use of Lot and Common Areas: Tenant shall have the right of joint use and enjoyment in common areas with other tenants. Tenant's use of the common areas shall not encroach upon the rights of any other Tenants within the property. Do not use the premises for any unlawful or immoral purpose or occupy them in such a way as to constitute a nuisance. No criminal activity of any kind will be tolerated. Excessive

traffic in and out is not allowed, drive slowly. If complaints are continually made and/or the police are called out then the tenant will be evicted.

16. Water Usage: No excessive use of water such as car washing or lawn watering.
17. Surrender on Expiration of Term: On expiration or termination of this Agreement, the Resident shall surrender to the Landlord possession Home. Tenant shall leave the premises in good condition, as they are now (ordinary wear and tear accepted). Personal property left shall, at the option of Landlord, be deemed abandoned and shall become property of Landlord and may be disposed of by Landlord without liability or accountability to Tenant.
18. Catastrophic Damage: If damage to the home occurs by flood, fire, mold or other catastrophe and the cost to remediate the home is exorbitant in regards to time and money and is undue hardship for the tenants solely determined by owner/landlord's discretion, then a notice to release tenant from their lease agreement will be given to vacate the property immediately. We highly recommend tenants to always secure renter's insurance to cover costs for moving and housing in these emergency situations.
19. Act of God: Owner is not responsible for any damages caused by: fire, wind, rain, theft, vandalism, or and act of god. Owner is not responsible for any injury to tenant or guest.

The parties have executed this Agreement on the date below.

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Landlord: _____ BY: _____

Permitted Occupants: List everyone, including yourself, who will be living in the home.

_____	_____
_____	_____
_____	_____