

Big Bear Cabin Rentals

Residential Lease Agreement

This Residential Lease Agreement (hereinafter "Lease" is entered into this the ____ day of _____, 20__ by and between the Lessor: Big Bear Log Cabins, (hereinafter referred to as "Landlord"), and the Lessee(s): _____
_____. All Lessees (hereinafter referred to collectively as "Tenant"), are jointly, severally and individually bound by, and liable under, the terms and conditions of this Lease.

For the valuable consideration described below, the sufficiency of which is hereby acknowledged, Landlord and Tenant do hereby covenant, contract and agree as follows:

1. Grant of Lease: Landlord does hereby lease unto Tenant, and Tenant does hereby rent from Landlord, solely for use as a personal residence, excluding all other uses, the personal residence located in Macon County, North Carolina, with address of _____, Franklin, NC 28734, including the following personal property: _____

2. Nature of Occupancy: As a special consideration and inducement for the granting of this Lease by the Landlord to the Tenant, the personal residence described above shall be used and occupied only by the members of the Tenant's family or others whose names and ages are set forth below: _____
3. Term of Lease: This Lease shall commence on the ____ day of _____, 20 ____, and extend from month to month until: _____
 - a. The Landlord or Tenant gives the other written thirty (30) day Notice of Termination of Lease Agreement. This Notice of Termination need not be of any "cause", but rather is solely "at the will" of the party giving notice. If tenant gives a notice before the lease has been fulfilled they are still responsible for the monthly rent until the lease is up or until the property is re-rented.
 - b. Landlord or Tenant gives the other a written Notice of Default, wherein the noticed party must either cure the breach (if cure is an option) or be terminated and vacated the premises on or before the end of the notice period, the length of which period will be dictated by the conditions of the Lease or applicable law.
4. Security Deposit: Upon execution of this Lease, Tenant shall deposit the sum of \$ _____ to be held by Landlord as a security deposit for reasonable cleaning of, and repair of damages to, the premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default by Tenant. Tenant shall be liable to Landlord for all damages to the leased premises upon the termination of this Lease, ordinary wear and tear excepted. Tenant is not entitled to interest on the security deposit. Tenant may not apply the security deposit to any rent due under this Lease. If Landlord sells or assigns the leased premises, Landlord shall have the right to transfer Tenant's security deposit to the new owner or assignee to hold under this Lease, and upon so doing Landlord shall be released from all liability to Tenant for return of said security deposit.

In compliance with North Carolina Code 42 – 50 et seq.:

Security deposits shall be deposited in a trust account with a licensed and insured bank or savings institution located in the State of North Carolina. The security deposit is being held at Nantahala Bank and Trust in Franklin, NC.

Security deposits for residential dwelling units shall be used only for the tenant's possible nonpayment of rent, damage to the premises, non-fulfillment of rental period, any unpaid bills which become a lien against the demised property due to the tenant's occupancy, costs of re-renting the remises after breach by the tenant, costs of removal and storage of tenant's property after a summary ejection proceeding or court costs in connection with terminating a Lease.

Upon termination of the Lease, money held by the landlord as security may be applied as permitted above, or, if not so applied, shall be refunded to the tenant. In either case the landlord in writing shall itemize any damage and mail or deliver same to the tenant, together with the balance of the security deposit, no later than 30 days after termination of the Lease and delivery of possession by the tenant. If the tenant's address is unknown the landlord shall apply the deposit as permitted herein after a period of 30 days and the landlord shall hold the balance of the deposit for collection by the tenant for at least six months. The landlord may not withhold as damages part of the security deposit for conditions that are due to normal wear and tear nor may the landlord retain an amount from the security deposit which exceeds his actual damages.

5. Rent Payments: Tenant agrees to pay, without notice, demand, or deduction, rent unto the Landlord during the term of this Lease in equal monthly installments of \$ _____, said installment for each month being due and payable on or before the 1st day of the month, the first full rent payment under this Lease being due on the 1st day of _____, 20____.

Late fees of up to 5% may be collected on past due payments. Any split payments will incur a \$10 charge after the first payment. A \$30.00 processing fee will be charged for checks returned because of insufficient funds in the account the check was written on. If payment is not received within 15 days of due date, Landlord may begin the summary ejectment proceedings in court.

The prorated rent from the commencement of this Lease to the first day of the following month is \$ _____, which amount shall be paid at the execution of this Lease.

Monthly Rent Amount \$ _____ x 12 months = \$ _____ / 365 days = \$ _____ Daily Rate x _____ Days Rented

Tenant agrees that rent shall be paid in lawful money of the United States by (indicated those that apply):

() cash, () personal check, () money order, () cashier's check, () other _____.

Credit Card payments will have a 3% fee added to any amount charged.

Rent payments shall be made payable to Big Bear Log Cabins and mailed to 1281 Georgia Road, Franklin, NC 28734, or delivered to Mail Stop Business Center, 1281 Georgia Road, Franklin, NC 28734. All notices from Tenant to Landlord under this Lease and applicable North Carolina law shall be delivered to the above address.

Tenant agrees that rent monies will not be considered paid until Landlord or Landlord's agent receives the rent monies, either by mail or by delivery to the above address. Tenant placing rent monies in the mail is not sufficient for rent to be considered paid, and rent will be considered unpaid until actual receipt thereof.

If there are multiple Tenants signed to this Lease, all such Tenants are jointly, severally, and individually bound by, and liable under, the terms and conditions of this Lease. A judgment entered against one Tenant shall be no bar to an action against other Tenants.

6. Consequences of Breach by Tenant: If Tenant, by any act or omission, or by the act or omission of any of Tenant's family or invitees, licensees, and/or guests, violates any of the terms or conditions of this Lease or any other documents made a part hereof by reference or attachment, Tenant shall be considered in breach of this Lease (breach by one tenant shall be considered breach by all tenants where Tenant is more than one person).

In case of such breach, Landlord may deliver a written notice to the Tenant in breach specifying the acts and omissions constituting the breach and that the Lease Agreement will terminate upon a date not less than thirty (30) days after receipt of the notice if the breach is not remedied within a reasonable time not in excess of thirty (30) days; and the Lease Agreement shall terminate and the Tenant shall surrender possession as provided in the notice subject to the following:

- a. If the breach is remediable by repairs, the payment of damages, or otherwise, and the Tenant adequately remedies the breach prior to the date specified in the notice, the Lease Agreement shall not terminate;
- b. In the absence of a showing of due care by the Tenant, if substantially the same act or omission which constituted a prior noncompliance of which notice was given recurs within six (6) months, the Landlord party may terminate the Lease Agreement upon at least fourteen (14) days written notice specifying the breach and the date of terminated of the Lease Agreement;

If the Lease Agreement is terminated, Landlord shall return all prepaid and unearned rent, and any amount of the security deposit recoverable by the Tenant.

As per North Carolina Code 42-3:

If the breach by the Tenant is nonpayment of rent, the Landlord may service Tenant with a ten (10) day written notice of termination, whereupon the Tenant must pay the unpaid rent in full or surrender possession of the premises by the expiration of the ten (10) day notice period.

Furthermore, the Tenant may be terminated with three (3) days notice if the Tenant has committed a substantial violation of the Lease Agreement or applicable law that materially affects health and safety, and the violation is not cured prior to the expiration of the three-day notice period.

Drug traffickers and other criminals may be specially evicted as per North Carolina Code 42-59 et seq.

Tenant understands and specifically agrees, that notwithstanding any of the above provisions relating to the breach of the Lease, Landlord may, without any cause whatsoever, terminate the Lease by giving the Tenant a written thirty (30) day

Notice of Termination, whereby, on or before the conclusion of the thirty (30) day period of notice, Tenant must vacate the premises and surrender same to Landlord.

7. Delivery of Notices: Any giving of notice under this Lease or applicable North Carolina law shall be made by Tenant in writing and delivered to the address noted above for the payment of rent, either by hand delivery or by mail. Certified or registered mail is recommended. Delivery by mail shall not be considered complete until actual receipt by Landlord or Landlord's agent.

Any notices from Landlord to Tenant shall be in writing and shall be deemed sufficiently served upon Tenant when deposited in the mail addressed to the leased premises, or addressed to Tenant's last known post office address, or hand delivered, or placed in Tenant's mailbox. If Tenant is more than one person, then notice to one shall be sufficient as notice to all.

8. Utilities: Tenant will provide and pay for the following utilities (indicated those that apply):
() Electric () Gas () Telephone () Television () Water () Garbage pick-up () Internet

Landlord will provide and pay for the following utilities (indicated those that apply):
() Electric () Gas () Telephone () Television () Water () Garbage pick-up () Internet

If tenant's trash builds up beyond the lid, is spread around the premise or has a prolonged odor, the landlord can and will dispose of the trash. There will be a minimum charge of \$50 for this service and will be due at the time of service.

Any applicable utilities that are to be in the tenant's name must be done by the next business day after the commencement of this lease.

Tenant shall be responsible for contacting and arranging for any utility service not provided by the Landlord, and for any utilities not listed above. Tenant shall be responsible for having same utilities disconnected on the day Tenant delivers the leased premises back unto Landlord upon termination or expiration of this Lease.

9. Notice of Intent to Surrender: Any other provision of this lease to the contrary notwithstanding, at least thirty (30) days prior to the normal expiration of the term of this Lease as noted under the heading TERM OF LEASE above, Tenant shall give written notice to Landlord of Tenant's intention to surrender the residence at the expiration of the Lease term. If said written notice is not timely given, the Tenant shall become a month-to-month tenant as defined by applicable North Carolina law, and all provisions of this Lease will remain in full force and effect, unless this Lease is extended or renewed for a specific term by written agreement of Landlord and Tenant.

If Tenant becomes a month-to-month tenant in the manner described above, Tenant must give a thirty (30) day written notice to the Landlord of Tenant's intention to surrender the residence. At any time during a month-to-month Lease Landlord may terminate the month-to-month Lease by serving the Tenant with a written notice of termination, or by any other means allowed by applicable North Carolina law. Upon termination, Tenant shall vacate the premises and deliver same unto Landlord on or before the expiration of the period of notice.

10. Obligations and Duties of Landlord: In compliance with North Carolina code 42-42:

a. The landlord shall:

- (a) Comply with the current applicable building and housing codes, whether enacted before or after October 1, 1977, to the extent required by the operation of such codes; no new requirement is imposed by this subdivision (a)(1) if a structure is exempt from a current building code.
- (b) Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition.
- (c) Keep all common areas of the premises in safe condition.
- (d) Maintain in good and safe working order and promptly repair all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliance supplied or required to be supplied by the landlord provided that notification of needed repairs is made to the landlord in writing by the tenant, except in emergency situations.
- (e) Provide operable smoke detectors, either battery-operated or electrical, having an Underwriters' Laboratories, Inc., listing or other equivalent notion testing laboratory approval, and install the smoke detectors in accordance with either the standards of the National Fire Protection Association or the minimum protection designated in the manufacturer's instructions, which the landlord shall retain or provide as proof of compliance. The landlord shall replace or repair the smoke detectors 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 detector is operable and in good repair at the beginning of each Lease. Unless the landlord and the tenant have a written agreement to the contrary, the landlord shall place new batteries in a battery-operated smoke detector at the beginning of a lease and the tenant shall replace the batteries as needed during the Lease. Failure of the tenant to replace the batteries as needed shall not be considered as negligence of the part of the tenant or the landlord.

- b. The landlord is not released of his obligations under any part of this section by the tenant's explicit or implicit acceptance of the landlord's failure to provide premises complying with this section, whether done before the lease was made, when it was made, or after it was made, unless a governmental subdivision imposes an impediment to repair for a specific period of time not to exceed six months.

11. Obligations and Duties of Tenant: In compliance with North Carolina Code 42-43:

- a. The tenant shall:
 - (a) Keep that part of the premises that the tenant occupies and uses as clean and safe as the conditions of the premises permit and cause no unsafe or unsanitary conditions in the common areas and remainder of the premises that the tenant uses.
 - (b) Abide by the no smoking, no pets policy.
 - (c) Dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner.
 - (d) Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits.
 - (e) Not deliberately or negligently destroy, deface, damage, or remove any part of the premises, nor render inoperable the smoke detector provided by the landlord, or knowingly permit any person to do so.
 - (f) Comply with any and all obligations imposed upon the tenant by current applicable building and housing codes.
 - (g) Be responsible for all damage, defacement, or removal of any property inside a dwelling unit in the tenant's exclusive control 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 invites of the tenant, or natural forces.
 - (h) Notify the landlord, in writing, of the need for replacement of or repairs to a smoke detector. The landlord shall ensure that a smoke detector is operable and in good repair at the beginning of each Lease. Unless the landlord and the tenant have a written agreement to the contrary, the landlord shall place new batteries in a battery-operated smoke detector at the beginning of a Lease and the tenant shall replace the batteries as needed during the Lease. Failure of the tenant to replace the batteries as needed shall not be considered as negligence of the part of the tenant or the landlord.
- b. The tenant shall use the premises for residential purposes only and in a manner so as not to disturb the other tenants. The tenant agrees to 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.
- c. The tenant agrees to not use the premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance.
- d. The tenant shall 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.
- e. The tenant shall permit the Landlord (and the Landlord hereby reserves the right to) to enter the premises during reasonable hours for the purpose (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 the Landlord may deem appropriate; and (3) showing the premises to prospective purchasers or tenants. (The Landlord shall have the right to display "For Sale" or "For Rent" signs in a reasonable manner upon the premises).
- f. The tenant agrees to keep no pets on the premises without written consent of the Landlord.
- g. The tenant agrees not to abandon or vacate the premises during the Initial Term or any renewal 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.

Tenant agrees that any violation of these provisions shall be considered a breach of this Lease.

- 12. No Assignment: Tenant expressly agrees that the leased premises nor any portion thereof shall not be assigned or sub-let by Tenant without the prior written consent of Landlord.
- 13. Tenant Insurance: Landlord shall not be liable to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests for damages not proximately caused by Landlord or Landlord's agents. Landlord will not compensate Tenant or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Tenant is therefore strongly encouraged to independently purchase insurance to protect Tenant, Tenant's family, Tenant's invitees, licensees, and/or guests, and all personal property on the lease premises and/or in any common areas from any and all damages.
- 14. Condition of Leased Premises: Tenant hereby acknowledges that Tenant has examined the leased premises prior to the signing of this Lease, or knowingly waived said examination. Tenant acknowledges that Tenant has not relied on any representations made by Landlord or Landlord's agents regarding the condition of the leased premises and that Tenant takes premises in its AS-IS condition with no express or implied warranties or applicable North Carolina law. Tenant agrees not to damage the premises through any act or omissions of the Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests. If such damages are incurred, Tenant is required to pay for any resulting repairs at the same time and in addition to the next month's rent payment, with consequences for non-payment identical to those for nonpayment of rent described herein. At the expiration or termination

of the Lease, Tenant shall return the leased premises in as good condition as when taken by Tenant at the commencement of the lease, with only normal wear-and-tear excepted. Tenant shall be obligated to pay for repairs as stated above.

15. Alterations: Tenant shall make no alterations, decorations, additions, or improvements to the leased premises without first obtaining the express written consent of Landlord. Any of the above-described work shall become part of the dwelling. All alterations, additions, and improvements upon the premises, made by either the Landlord or the 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. If carried out by independent contractors, Landlord must approve said contractors. Tenant shall not contract for work to be done without first placing monies sufficient to satisfy the contract price in an escrow account approved by Landlord. All work shall be done at such times and in such manner as Landlord may designate. In a construction or mechanic's lien is placed on the leased premises as a result of the work, such shall be satisfied by Tenant within ten (10) days thereafter at Tenant's sole expense. Tenant shall be considered in breach of this Lease upon failure to satisfy said lien.
16. No Illegal Use: Tenant shall not perpetrated, allow or suffer any acts or omissions contrary to law or ordinance to be carried out upon the leased premises or in any common area. Upon obtaining actual knowledge of any illegal acts or omissions upon the leased premises, Tenant agrees to immediately inform Landlord and the appropriate authorities. Tenant shall bear responsibility for any and all illegal acts or omissions upon the leased premises and shall be considered in breach of this Lease upon conviction of Tenant or any or Tenant's family or invitees, licensees, and/or guests for any illegal act or omission upon the leased premises – whether known or unknown to Tenant.
17. Notice of Injuries: In the event of any significant injury or damage to Tenant, Tenant's family or Tenant's invitees, licensees, and/or guests, or any personal property, suffered in the leased premises or in any common area, written notice of same shall be provided by Tenant to Landlord at the address designated for delivery of notices (identical to address for payment of rent) as soon as possible but not later than five (5) days after said injury or damage. Failure to provide such notice shall constitute a breach of the Lease.
18. Landlord's Right to Mortgage: Tenant agrees to accept the premises subject to and subordinated to any existing or future mortgage or other lien, and Landlord reserves the right to subject premises to same. Tenant agrees to and hereby irrevocably grants Landlord power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any document(s) related to the Landlord's right to subject the premises to a mortgage or other lien.
19. Delay in Repairs: Tenant agrees that if any repairs to be made by the Landlord are delayed by reasons beyond Landlord's control, there shall be no effect on the obligations of Tenant under this Lease.
20. Abandonment: Abandonment shall be defined as the absence of the Tenant from the leased premises for a period of seven (7) or more consecutive days while rent or any owing monies remain unpaid – whereupon Tenant will be considered in breach of this Lease. This definition is subordinated to, and shall not in any way impair, the rights and remedies of Landlord under this Lease or applicable North Carolina law, except that in case of abandonment, Landlord or Landlord's agents may immediately or any time thereafter enter and re-take the leased premises as provided by applicable North Carolina law, and terminate this Lease without notice to the Tenant.
21. Notice of Absence from Premises: If Tenant is to be absent from the leased premises for seven (7) or more consecutive days, written notice of such should be served upon Landlord. If such absences are to be customary or frequent, the expected frequency and duration of absence should be summarily note here: _____
Tenant expressly agrees and understands that absence from the premises, with or without notice, in no way obviates the requirement to pay rent and other monies as stated herein, or the consequences of failure to timely pay same.
22. Possession of Premises: Tenant shall not be entitled to possession of the premises designated for lease until the security deposit and first month's rent (or prorated portion thereof), less any applicable promotional discount, is paid in full and the premises designated for lease is vacated by the prior tenant.
23. Delay of Possession: Tenant expressly agrees that if by reason of the premises being unready for occupancy, or by reason of the previous tenant or occupant of the dwelling holding over, or as a result of any other cause whatsoever, Tenant is unable to enter and occupy the premises, Landlord shall not be liable to Tenant win damages, but shall abate the rent of the period in which the Tenant is unable to occupy the premises.
24. Materially of Application to Rent: All representations made by Tenant(s) on the Application to Rent (or like-titled document) are material to the grant of this Lease, and the Lease is granted only on condition of the truthfulness and accuracy of said representations. If a failure to disclose or lack of truthfulness is discovered on said Application, Landlord may deem Tenant to be in breach of this Lease.

25. Modification of this Lease: Any modification of this lease shall not be binding upon Landlord unless in writing and signed by Landlord or Landlord's authorized agent. No oral representation shall be effective to modify this Lease. If, as per the terms of this paragraph, any provision of this lease is newly added, modified, or stricken out, the remainder of this Lease shall remain in full force and effect.
26. Remedies not Exclusive: The remedies and rights contained in and conveyed by this Lease are cumulative, and are not exclusive of other rights, remedies and benefits allowed by applicable North Carolina law.
27. Severability: If any provision herein, or any portion thereof, is rendered invalid by operation of law, judgment, or court order, the remaining provisions and/or portions of provisions shall remain valid and enforceable and shall be construed to so remain.
28. No Waiver: The failure of Landlord to insist upon the strict performance of the terms, covenants, and agreements herein shall not be construed as a waiver or relinquishment of Landlord's right thereafter to enforce any such term, covenant, or condition, but the same shall continue in full force and effect. No act or omission of Landlord shall be considered a waiver of any of the terms or conditions of this Lease, nor excuse any conduct contrary to the terms and conditions of this Lease, nor be considered to create a pattern of conduct between the Landlord and Tenant upon which Tenant may rely upon if contrary to the terms and conditions of this Lease.
29. Attorney Fees: In the event that Landlord employs an attorney to collect any rents or other charges due hereunder by Tenant or to enforce any of Tenant's covenants herein or to protect the interest of the Landlord hereunder, Tenant agrees to pay a reasonable attorney's fee and all expenses and costs incurred thereby, to the greatest extent allowed by applicable law.
30. Heirs and Assigns: It is agreed and understood that all covenants of this lease shall succeed to and be binding upon the respective heirs, executors, administrators, successors and, except as provided herein, assigns of the parties hereto, but nothing contained herein shall be construed so as to allow the Tenant to transfer or assign this lease in violation of any term hereof.
31. Destruction of Premises: In the event the leased premises shall be destroyed or rendered totally untenable by fire, windstorm, or any other cause beyond the control of Landlord, then this Lease shall cease and terminate as of the date of such destruction, and the rent shall then be accounted for between Landlord and Tenant up to the time of such damage or destruction of said premises as if being prorated as of that date. In the event the leased premises are damaged by fire, windstorm or other cause beyond the control of Landlord so as to render the same partially untenable, but repairable within a reasonable time, then this lease shall remain in force and effect and the Landlord shall, within said reasonable time, restore said premises to substantially the condition the premises were in prior to said damage, and there shall be an abatement in rent in proportion to the relationship the damaged portion of the leased premises bears to the whole of said premises.
32. Eminent Domain: In the event that the leased premises shall be taken by eminent domain, the rent shall be prorated to the date of taking and this Lease shall terminate on that date.
33. Landlord Entry and Lien: In addition to the rights provided by applicable North Carolina law, Landlord shall have the right to enter the leased premises at all reasonable times for the purpose of inspecting the same and/or showing the same to prospective tenants or purchasers, and to make such reasonable repairs and alterations as may be deemed necessary by Landlord for the preservation of the leased premises or the building and to remove any alterations, addition, fixtures, and any other objects which may be affixed or erected in violation of the terms of this Lease. Landlord shall give reasonable notice of intent to enter premises except in the case of an emergency. Furthermore, Landlord retains a Landlord's Lien on all personal property placed upon the premises to secure the payment of rent and any damages to the leased premises.
34. Tenant's Duties Upon Terminations: Upon any terminations of the Tenancy created hereby, whether by the Landlord or the Tenant and whether for breach or otherwise, the Tenant shall:
 - a. Pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued;
 - b. Vacate the Premises for removing there from all Tenant's personal property of whatever nature;
 - c. Properly sweep and clean premises, including plumbing fixtures, refrigerators, stoves and sinks, removing there from all rubbish, trash, garbage and refuse;
 - d. Make such repairs and perform such other acts as are necessary to return the Premises, and any appliance or fixtures furnished in connections 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 7 above to be performed by Landlord;
 - e. Fasten and lock all doors and windows;
 - f. Return to the Landlord all keys to the Premises;
 - g. 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 a cleaning fee of \$30/hour. Such fees shall reflect the

actual costs of cleaning (over and above ordinary wear and tear) and be deducted from the Security Deposit as provided herein.

35. Removal, Storage and Disposition of Tenant's Personal Property: Ten days after being placed in lawful possession by execution of a writ of possession, the Landlord may throw away, dispose of or sell all items of personal property remaining on the Premises. During the 10-day period after being placed in lawful possession by execution of a writ of possession, the Landlord may move for storage purposes, but shall not throw away, dispose of, or sell any items of personal property remaining on the Premises unless otherwise provided for in Chapter 42 of the North Carolina General Statutes. Upon the Tenant's request prior to the expiration of the 10-day period, the Landlord shall release possession of the property to the Tenant during the regular business hours or at a time agreed upon. If the Landlord elects to sell the property at public or private sale, the shall give written notice to the Tenant by first-class mail to the Tenant's last known address at least seven days prior to the day of sale. The seven-day notice of sale may run concurrently with the 10-day period, which allows the Tenant to request possession of the property. The written notice shall stat the date, time, and place of the sale, and that any surplus of proceeds from the sale, after payment of unpaid rents, damages, storage fees, and sale costs, shall be disbursed to the Tenant, upon request, within 10 days after the sale, and will thereafter be delivered to the government of the county in which rental property is located. Upon the Tenant's request prior to the day of the sale, the Landlord shall release possession of the property to the Tenant during regular business hours or at a time agreed upon. The Landlord may apply the proceeds of the sale to the unpaid rents, damages, storage fees, and sale costs. Any surplus from the sale shall be disbursed to the Tenant, upon request, within 10 days of the sale and shall thereafter be delivered to the government of the county in which the rental property is located. If the total value of all property remaining on the premises at the time of execution of a writ of possession in an action for summary ejectment is less one hundred dollars (\$100.00), then the property shall be deemed abandoned five days after the time of execution, and the Landlord may throw away or dispose of the property. Upon the Tenant's request prior to the expiration of the five-day period, the Landlord shall release possession of the property to the Tenant during regular business hours or at time agreed upon.
36. 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 there under.

WITNESS THE SIGNATURES OF THE PARTIES TO THIS RESIDENTIAL LEASE AGREEMENT:

Landlord

Sign: _____ Print: _____ Date: _____

Tenant

Sign: _____ Print: _____ Date: _____

Tenant

Sign: _____ Print: _____ Date: _____

The electric meter number is: _____

Duke Energy's Phone Number: 800-777-9898