

RESIDENTIAL RENTAL CONTRACT

Lessee: _____ (“Tenant”) (Only one Lessee is permitted.)

OWNER: Dare Education Foundation (“Landlord”)

LEASING AGENT: Dare County Board of Education (“Agent”)

PREMISES: 800 8th Ave, Kill Devil Hills, NC 27948 (Dare County, NC)

Apartment Complex: Run Hill Ridge, Apartment # _____

INITIAL TERM: 12 months. Thereafter month-to-month, with a maximum total limit of 48 months.

Beginning Date of Lease: _____ Ending Date of Lease: _____

RENT: One Thousand Fifty Dollars (\$1050). Rent will increase by 3% annually. The new rental rate will be applied automatically at the start of each subsequent lease year during the Tenant’s occupancy, with written notice.

Year two rent: 1,081.50

Year three rent: \$1,113.95

Year four rent: \$1,147.37

PAYMENT PERIOD: Monthly

LATE PAYMENT FEE: \$ 15.00 OR 5% of rental payment, **whichever is greater.**

RETURNED CHECK FEE: \$ 25.00

SECURITY DEPOSIT: \$1050 to be deposited with: Dare County Schools as an Agent of Dare Education Foundation

LOCATION OF DEPOSIT: (insert name of bank):

BANK ADDRESS:

FEES FOR COMPLAINT FOR SUMMARY EJECTMENT AND/OR MONEY OWED (See paragraph 19) (NOTE: Landlord may charge and retain only one of the following fees in addition to any court costs):

- COMPLAINT-FILING FEE: 5% of rental payment.
- COURT APPEARANCE FEE: 10% of rental payment.
- SECOND TRIAL FEE: 12% of rental payment.

NAME(S) OF OCCUPANT ROOMMATE (in addition to Tenant, subject to background check):

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

WHEREFORE, 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. **Purpose:** The Run Hill Ridge and Hatteras Teacher Housing apartment complexes were developed to help provide affordable housing for Dare County Schools' teachers who depend primarily on their teacher salary to finance their housing; and to be used as a recruitment and retention tool for Dare County Schools' teachers. Tenants agree that they understand and acknowledge these stated purposes for the existence of the housing and they further agree to be bound by special terms to facilitate these stated purposes.
2. **Termination and Renewal:** EITHER LANDLORD OR TENANT MAY TERMINATE THE TENANCY AT THE EXPIRATION OF THE INITIAL TERM BY GIVING WRITTEN NOTICE TO THE OTHER AT LEAST 30 DAYS PRIOR TO THE EXPIRATION DATE OF THE INITIAL TERM.

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 TO MONTH TENANCY UPON THE SAME TERMS AND CONDITIONS CONTAINED HEREIN. THEREAFTER, THE TENANCY MAY BE TERMINATED BY EITHER LANDLORD OR TENANT BY GIVING THE OTHER 30 DAYS WRITTEN NOTICE PRIOR TO THE DESIRED TENANCY TERMINATION DATE.

If a Tenant is an employee or contractor of the Dare County Schools and/or Dare County Board of Education, and their employment with the Dare County Board of Education should end during the term of this Lease, Tenant shall be considered in default pursuant to paragraph 19.

3. **Rent:** All tenants employed by Dare County Schools agree that rent shall be paid through automatic deduction from Tenant's local supplement and/or monthly paychecks received from the Dare County Board of Education, to the extent feasible as determined by the Dare County Board of Education. Tenant further agrees to sign any documents required by the Landlord or the Dare County Board of Education to implement such automatic deductions. If Tenant refuses to authorize automatic deductions or cancels automatic deductions, Tenant shall be considered in default pursuant to paragraph 19 (Tenant's Default).

All tenants that are not employed by Dare County Schools 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.

4. **Late Payment Fees and Returned Check Fees:** Tenant shall pay the Late Payment Fee if any rental payment is five (5) or more days late when received by Landlord. *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 for any other reasons.*
5. **Tenant Security Deposit:** All tenants employed by Dare County Schools agree that the Security Deposit shall be paid through automatic deduction from Tenant's local supplement and/or monthly paychecks received from the Dare County Board of Education, to the extent feasible as determined by the Dare County Board of Education. Tenant further agrees to sign any documents required by the Landlord or the Dare County Board of Education to implement such automatic deductions. If Tenant refuses to authorize automatic deductions or cancels automatic deductions, Tenant shall be considered in default pursuant to paragraph 19 (Tenant's Default).

All tenants that are not employed by Dare County Schools shall pay the Security Deposit, without notice, demand or deduction, to Landlord or as Landlord directs prior to the beginning of the tenancy.

The Security Deposit 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 for a six-month period beginning upon the termination of the tenancy and delivery of possession by the Tenant. If the Tenant fails to make demand for the balance of the Tenant Security Deposit within the six-month period, the Landlord shall not thereafter be liable to the Tenant for a refund of the Tenant Security Deposit or any part thereof.

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*.

6. **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) keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition;
- (d) cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
- (e) comply with any and all obligations imposed upon tenants by applicable building and housing codes;
- (f) 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;
- (g) 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;
- (h) not deliberately or negligently destroy, deface, damage or remove any part of the Premises (including all flooring, walls, facilities, appliances or fixtures) or permit any person, known or unknown to the Tenant, to do so;
- (i) pay to Landlord or as Landlord directs the costs of all utility services to the Premises which are not billed directly to the Tenant and not included as a part of the rentals, including, but not limited to, water;
- (j) 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, electric, and telephone;
- (k) 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;
- (l) 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;
- (m) notify the Dare County Board of Education or other rental management agent of (1) unsafe conditions in or around the premises, and (2) any equipment or element of the premises not performing their intended function or in need of immediate repair.
- (n) park at most one boat/trailer in the parking lot, which must be owned by the Tenant. It must be documented with Dare County Schools, operable, with current DOT & NC Wildlife registrations. No family members or Occupant Roommate boats/trailers are allowed.
- (o) _____

7. **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 12, 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.

8. **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, maintaining, or terminating 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
Sewer/Septic	X	
Water		X
Electric		X
Telephone		X
Trash disposal/dumpster	X	
Cable and Internet Service		X
Landscaping	X	
Lawn Maintenance	X	
Pest Control	X	

9. **Smoke Alarms:** Pursuant to *North Carolina General Statutes § 42-42*, the Landlord shall provide operable smoke alarms, either battery-operated or electrical. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke alarm. The Landlord shall replace or repair the smoke alarm within 15 days of receipt of notification if the Landlord is notified of needed replacement or repairs in writing by the Tenant.
10. **Rules and Regulations:** The Tenant, his family, servants, guests and agents and any occupant roommates 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"). Tenant shall be responsible for actions of the Tenant, any occupant roommates and guests.

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.

11. **Right of Entry:** With 24 hours' notice to the Tenant, Landlord or Agent hereby reserves the right 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) permitting contractors to provide services or to conduct inspections and/or testing; (3) making such repairs, alterations, improvements or additions thereto as the Landlord may deem appropriate; and (4) showing the Premises to prospective tenants. Tenant acknowledges and understands that in the case of an emergency, the Landlord may need to enter the Premises at any hour without prior notice 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 the Landlord in the event of any such emergency.
12. **Damages:** Tenant shall be responsible for and liable to the Landlord for all damage to, defacement of, 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 invitees of the Tenant, or natural forces. 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 or screens damaged by Tenant, filthy ovens, refrigerators, kitchen floors, cabinets or bathrooms, drink stains on carpet, and unauthorized paint colors. Tenant MUST also report any instances of damage that can be seen on any building exterior and/or that are observed in another tenant's unit.
13. **Pets:** Pets ARE allowed in this unit, subject to a pre-signed Pet Addendum, with a \$350 non-refundable pet fee to be paid in addition to your Security Deposit. Tenants with acknowledged pets are REQUIRED to clean up after their pets, even if supplies are not provided by the Landlord. If the pet collection station trash cans are missing or are too full to accommodate any other pet waste disposal bags, Tenants are expected to dispose of the pet waste disposal bags in the general trash dumpsters. If Tenant desires a pet after moving into the unit, a Pet Addendum must be signed prior to bringing the pet onto the Premises. Tenant shall be subject to (a) a fine of \$75.00 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, or (b) termination of this lease, in the Landlord's sole discretion.
14. **Smoking:** No smoking is allowed inside any apartments. Tenants, occupant roommates or guests who wish to smoke must do so outside. Cigarette butts are expected to be disposed of in a responsible manner and should not be in a visible or child-accessible location.

15. **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 changes 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.

16. **Satellite Dishes** - Landlord will permit Tenant to install a satellite dish or antenna for personal, private use on the premises under the following conditions: It must be one meter or less in diameter; The satellite dish may not be installed in common areas, including but not limited to the roof, outside walls, window sills, common balconies, hallways or stairways; Tenant may not make physical modifications to the premises and may not cause physical or structural damage to the premises. No holes may be drilled through exterior walls or the roof. Tenant must install, maintain and remove it in a manner that is consistent with industry standards and will be liable for any damage or injury caused by the negligent installation, maintenance or removal. Tenant will indemnify, defend and hold Landlord harmless for any damage or injury resulting from breach of Tenant's obligations, including paying Landlord's attorney's fees and costs; and Tenant will move it, at Tenant's expense, if necessary for Landlord maintenance or repairs.

17. **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/or the Occupant Roommate (if any), and/or a non-paying short term guest. Any guest staying longer than 14 days is considered an Occupant Roommate and must undergo a background check. Tenant shall be subject to (a) a fine of \$75.00 for any violation of this paragraph, and Tenant agrees to pay any such fine upon receipt of Landlord's demand therefore, or (b) termination of this lease, in the Landlord's sole discretion.

Maximum occupancy per unit shall be 2 adults and 2 children (minor children or dependent adult children not more than 22 years of age, unless legally incompetent or incapacitated). All proposed adult Occupant Roommates (including adult dependent children) shall submit a nonrefundable fee of \$20.00 to cover the administrative cost of a background check. However, this fee will be waived for Occupant Roommates who are also employees of Dare County Schools.

Tenant shall be responsible for actions of the Tenant, and Occupant Roommates and guests. It is recognized that an Occupant Roommate is not a tenant and has no legally enforceable right to reside on the premises absent the Tenant. However, if an Occupant Roommate is also an employee of Dare County Schools, the Occupant Roommate may be permitted to assume the lease of a Tenant who leaves employment with the Dare County Schools or for other reasons relinquishes his or her lease. Otherwise, Occupant Roommates shall not be permitted to occupy an apartment following the departure of the Tenant who originally signed the lease.

Further, if a Tenant who is an employee of Dare County Schools is not in good standing when he/she separates from employment, he/she is not eligible to remain in the apartments as an Occupant Roommate. He/she will vacate the unit upon thirty (30) days written notice.

Landlord reserves the right to withdraw approval for Occupant Roommates to reside in the apartment complex for violation of the rules and regulations or other reasonable cause.

18. **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.
19. **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; including agreeing to pay a fee for water meter reading the day of departure (2) vacate the Premises removing therefrom all Tenant's personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves and sinks, removing therefrom 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 all keys to the Premises, including the mailbox keys; (7) agree to pay any damages that exceed Security Deposit; and (8) provide to the Landlord a forwarding address to which the balance of the Security Deposit (if any) 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 5 above.
20. **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 become due hereunder; 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.

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 ejectment proceeding.

- (c) **Summary Ejectment Fees:** If a summary ejectment proceeding is instituted against Tenant, in addition to any court costs and past-due rent that may be awarded, Tenant shall be responsible for paying Landlord the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee in accordance with *NC General Statutes §42-46*.
- (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 ejectment 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 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.

21. **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.

22. **Removal, Storage, Sale and/or Disposition of Tenant's Personal Property:** After the Landlord being placed in lawful possession of the premises by the execution of a writ of possession, or if the Tenant abandons personal property inside the unit after the expiration of the lease, the

Landlord may move for storage, throw away, dispose of, or sell all such items pursuant to the requirements of *NCGS Chapter 42*.

23. **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.
24. **Tenant's Insurance; Release and Indemnity Provisions:**
- (a) **Personal Property Insurance:** Tenant shall not be required to obtain a renter's insurance policy, but it is *strongly* recommended.
 - (b) Whether or not Tenant obtains 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 wanton 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.
25. **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.

The Dare County Board of Education currently serves as the Landlord's Agent in connection with collection of rent and security deposits, maintenance of the premises and other matters relating to this Lease Agreement. The rights and authority of the Landlord may be exercised on behalf of the Landlord by the Dare County Board of Education and its designated employee(s).

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 rentals 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.

26. **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) where initialed by both, 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.
27. **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.
28. **Eminent Domain and Casualties:** The Landlord shall have the option to terminate this lease if the Premises, or any part thereof, are condemned or sold in lieu of condemnation or damaged by fire or other casualty.
29. **Assignment:** The Tenant shall not assign this lease or sublet the Premises in whole or part.
30. **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.
31. **Joint and Several Liability:** If there are multiple persons listed as Tenant, their obligations under this Agreement shall be joint and several.
32. **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:
Maintenance Addendum
Early Termination by Military Personnel Addendum
Pet Addendum
OTHER: _____
 - (c) The following additional terms and conditions shall also be a part of this lease:
 - (1) Window screens may be provided with the property and are to be maintained by the Tenant. Owner will not replace these during tenancy. Tenant is responsible for replacement/repair during the tenancy and upon termination of the lease.
 - (2) Unit is for residential use only.

(3) Any criminal charges related to illegal substances and/or charges related to prescription substances being illegally used, stored and/or distributed on or around the Premises and common areas could be grounds for eviction.

33. **Inspection of Premises:** Within 2 days of occupying the Premises, Tenant is required to inspect the Premises and complete a Move-in Inspection Form noting any pre-existing damages in the unit. Otherwise, Tenant will be liable for any damages not noted during this time.
34. **Tenant Information:** Tenant acknowledges and understands that during or after the term of this Agreement, the Landlord may, at the request of third parties, provide information about Tenant or relating to the Tenancy in accordance with applicable laws.
35. **Application of Fair Housing Standards:** Rental eligibility shall not be determined on the basis of race, color, national origin, age or religion and shall comply with any applicable federal or state anti-discrimination statutes.
36. **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 to any e-mail address or fax number set forth below. Any notices required or authorized to be given hereunder or pursuant to applicable law may also be mailed or hand-delivered to the following addresses:
- (a) Tenant: the address of the Premises

Tenant e-mail address

Tenant facsimile number

(b) Landlord: Dare Education Foundation, PO Box 959, Kitty Hawk, NC 27949,
Email: info@dareeducationfoundation.org with a carbon copy to Dare County Schools,
ATTN: Director of Facilities, PO Box 1508, Nags Head, NC 27959.

37. **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 _____(number) counterparts with an executed counterpart being retained by each party.
38. **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.

TENANT:

LANDLORD:

By: Dare County Schools, AGENT

_____(SEAL)

Date: _____

_____(SEAL)

_____(SEAL)

Date: _____

Date: _____