



Rental Agreement

Property Address: 3627 Benson Rd. Angier, NC 27501

No Unlicensed Vehicles left on property.

- 1. OCCUPANTS: Property shall not be occupied by no more than ___ persons, consisting of ___ adult(s) and ___ child(ren) under the age of 18 years, without the written consent of Landlord. Name of Person living in resident: occupying warehouse Oscar Hernandez Gutierrez
2. TERMS: This rental agreement shall begin on Dec. 4th 2017 and continue for Twelve (12) or month period unless different terms are set out in this paragraph.
3. RENT: Monthly rent of \$ 1,400.00 is to be paid in advance. Rent is due and payable on the first day of each month for the current month. If any part of the rent is paid after the fifth (5) days of the month, tenant shall pay late fee. Late fee is \$ 40.00. Rent is payable to Wanda Gibson. If landlord receives rent by check which is returned for insufficient funds, or returned unpaid for any reason, tenant shall pay a processing fee of \$35.00.
4. SECURITY DEPOSIT; A deposit of \$ 1,000.00 is to be paid in advance. Deposit will be refunded if the tenant gives a 30 day notice and leaves premise in good clean condition with NO Damages. Ordinary wear and tear accepted. This applies after the Lease Date. If lease is broken before the 9 months/one year, deposit will be forfeit and Tenant is responsible for rents until property is rented. A full accounting for any or all of the deposit not refunded to tenant will be delivered to tenant at last know address within 30 days of the termination of lease.
5. USE OF PROPERTY: Tenant shall use the premises only as a private residential dwelling and only that person listed as the Occupant may live at resident. Premises shall not be used for any unlawful purposes. Automotive Repair Shop be at the warehouse
6. INSPECTIONS; We reserve the right to enter the premises at reasonable times for the purpose of: A. Inspecting its conditions and making repairs, alternations, or improvements as we consider necessary. B. Changing filters every 3 months. C. Showing Studio unit during the last 30 days of rental term, to persons wishing to rent. D. If any illegal activities are suspected. Police Officers will be allowed into premises.
7. REPAIRS AND MAINTENANCE; Tenant shall, at tenants' sole expense, keep and maintain the Property In good and sanitary conditions to include pest control. During the term of this agreement, major maintenance and repairs, including heating, air, plumbing, and electrical systems, not made necessary by the misuse, abuse, waste, or intentional damage done by the tenant, tenant's family, or invited guest will be responsibility of the Landlord. Air Filters will be replaced every 3 months by Landlord.
9. GARBAGE: Must be put in containers provided and placed at roadside for morning trash pick-up.
10. ASSIGNMENT: Tenant may not assign this agreement nor may tenant sublet any part of the property without the prior written consent of the landlord.

11. **PETS:** Landlord may or may not allow pets, depending on the property. ~~If landlord allow pets, tenant shall pay a NON-REFUNDABLE per pet deposit in the amount of \$ 400.00. If the landlord discovers a pet for which no deposit has been made, tenant, has breached this rental agreement. Tenant also acknowledges that the \$ 400.00 deposit is not a limit on their liability for any damages done by their pet. Only ONE PET.~~

PET: NO Pets Allowed: Allowed: dog cat Paid Deposit of

12. **GRASS;** Grass needs to be cut weekly or bi-weekly. Grass should never be over 6" tall. Flower beds should Be kept free of grass. Twice yearly; Weed/Grass killer will be sprayed in all mulch/pine straw areas. If You plant flowers, please keep bed cleaned. *Landlord will mow premises.*

13. **TAXES AND HAZARD INSURANCE:** Landlord shall pay all taxes and insurance on the premises and tenant shall pay all taxes and insurance on tenant's personal property located in or on the property. Tenant hereby specifically acknowledges tenant is aware of the availability of Renter's Insurance. This releases landlord from any and all liability for damages to or destruction of, or loss of any kind with respect to tenant's personal property not caused by landlord's intentional act.

14. **DAMAGE OR DESTRUCTION:** In the event the premises are damaged by fire or other casualty and such damage is of a minor nature, the premised shall be repaired by landlord as quickly as is reasonably possible. If tenant cannot live at the premises while repairs are made, no rent shall be charged until the repairs are completed. If the premises are damaged beyond repair, this agreement shall be terminated as of the date of such damaged.

15. **SURRENDER OF PREMISES;** At the termination of this rental agreement, tenant shall quit and surrender the premises in as good a condition as the same was at the outset of the lease, ordinary wear and tear excepted.

16. **SUMMARY EJECTMENT;** If tenant pays rent to landlord after landlord has filed an action for Eviction, Landlord may proceed with the eviction, or not, at landlord's option. Tenant will be responsible to pay the eviction filing.

17. **BREACH;** 1. Failure to pay rent, failure to keep the premises neat, disturbing your neighbors, moving people into premises, damages to property, or any other breach of any condition in this lease, SHALL CONSTITUTE A BREACH OF A CONDITION OF THIS AGREEMENT FOR WHICH REENTRY IS SPECIFIED.

When signing this lease, I accept and agreed to the Terms and Conditions of this Lease and realize I can be Evicted for any items listed in this lease.

Oscar Hernandez Guerra [Signature] H-17
Renter Date

Renter Date

Appendix A- Rules and Regulations

1. Ceiling, Doors, and Windows:

No Holes shall be put in Doors or Ceilings.

Hangers for Pictures should be small nails/hangers. No Adhesive Used.

No Wallpaper or Borders or Repainting Walls.

2. **Motor Vehicles:** No vehicle not being used (without tags, flat tires, etc) not to be left on property. *Tenant reserves the right to have a certain number of cars located on the premises.*

3. **Patios/Decks:** Grills and Outdoor Fireplaces must be pulled 10 (**ten**) feet or more away from house. Vinyl siding will **MELT** when grills are too close to building.

4. **Light Bulbs:** It is the tenant's responsibility to replace light bulbs.

5. Locks and Keys:

No Door Locks to be changed without written permission from owner.

\$ 10.00 will be charged for unlocking an exterior door for tenant.

All keys need to be returned to owner. If tenant fails to return keys, a rekeying charged will be deducted from deposit or charged to tenant.

6. **Repairs:** Tenant are responsible for the following repairs and will be billed

For the following repairs: Lock-Outs

Stopped Up Commode

Unstopping sink and/or drains

Replacing Screens and

Broken Glass Window

7. **Grass Cutting:** ~~Grass should not be over 6". Cutting every two weeks is usually all that needs to be done. Mulch areas will be sprayed with Round-Up by us. when grass is over 6", you will be given a notice. If grass is not cut within two days, you will be charged a \$ 50.00 fee for cutting grass.~~

8. **Satellite Dishes:** ~~Not To Be Attached To House:~~ Place on pole in yard. If installer places on house – Tenant (YOU) will be charged for repairing house.

9. **No drinking alcohol in glass bottles outside the house.** Place in cups. Angier has a noise ordinance – No loud noises after 11 pm.

Tenants will be held responsible for any maintenance that is not caused by wear and tear.

Willis H Gregory
3581 Benson Rd
Angier, NC 27501-7394

Willis Gregory
are not responsible for any personal property of tenant(s) that may be damaged or stolen. We suggest Tenant's contact an insurance agency to obtain Renter's Insurance.

Personal Information

No. of adult occupants: _____ No. of children & age: _____

Emergency contact: Leticia Hernandez Phone: 919-570-5046
Address: 5301 Lake Wheeler Rd.
Raleigh NC
Relationship: Sister.

Secondary contact: Zoila Argenal Phone: 704-802-1757
Address: 5219 Lake Wheeler Rd.
Raleigh NC
Relationship: wife

Driver's License #: _____ State: _____
Driver's License #: _____ State: _____

Automobile year/make/model: _____
Plate #: _____
Automobile year/make/model: _____
Plate #: _____

Release

I/We understand that this application must be completed in its entirety, and declare the information provided to be true and correct. If any question is left blank, this application may not be approved. Willful misrepresentation may void and lease, contract, or agreement entered into in connection with this application. This application is subject to approval.

I/We authorized the landlord or its agents and assigns to obtain and verify a consumer credit report. I/We understand that an investigation of my/our background may be conducted to determine mode of living, financial ability, personal character, and general reputation. Checking accounts may be checked for information on returned checks, and ability to repay loans. I/We specifically authorize Willis and Rita Gregory Accurate Credit Check to make such and investigation.

I/We release Willis and Rita Gregory, Accurate Credit Check, their members, and their employees from any loss, expense, or damage which may result directly from any information or reports furnished.

Attached is my non-refundable application fee of \$ _____.

Applicant Signature: [Signature] Date: 1-1-17

Spouse's Signature: _____ Date: _____