

BAPTIST CHILDREN'S HOMES OF NORTH CAROLINA, INC.
HOUSING RENTAL AGREEMENT

SECTION I: Basic Agreement

Beginning March 1, 2021 and thenceforth on an annual basis, Baptist Children's Homes of North Carolina, Inc., hereinafter referred to as the (Landlord/Senior Vice President), and Falcon Children's Home hereinafter referred to as the Tenant agrees to rent the premises located at 25 Oaklawn Drive East in Sanford, NC 27330. The Tenant agrees to pay a monthly rent of \$500.00.

The Landlord and Tenant agree to comply with section 2-11, as applicable.

Baptist Children's Homes of NC, Inc.

Date
3-1-2021

Date

Landlord/Senior Vice President
Joseph T. Jeyaraj

Tenant

Date

Tenant

SECTION 2: Rent

- (a) Rent is due on the first day of the calendar month and is to be paid by check or in the case of an employee through payroll deduction.
- (b) If the period during which rent is payable begins after the first day, or ends before the last day of the calendar month, the rent shall be prorated at a daily rate based on a 30-day month. However, if the Landlord cancels the agreement under Section 9 (2), or if the Tenant's occupancy at the end of that period is unauthorized, rent is due for the entire month in which the period ends.

SECTION 3: Restrictions on Use

- (a) No person other than Tenant, his/her spouse and his/her dependent children may occupy the premises without the written consent of Landlord.
- (b) The Tenant, the members of his/her household may not:
 - (1) Make alterations or additions to the premises without the written consent of the Landlord.
 - (2) Beyond normal wear, intentionally or negligently damage the premises or permit them to be damaged; or
 - (3) Use the premises in a way that is detrimental to the welfare of the neighborhood or the Landlord or, if the premises are an apartment or a duplex, to the welfare of the dwelling unit.
 - (4) Bring alcoholic beverages or other controlled substances onto the Landlord's property.
 - (5) Park abandoned or unlicensed vehicles on the premises.

- (6) Clean guttering.

SECTION 4: Maintenance

- (a) The Tenant shall, at his/her expense, in a workmanlike manner, and within a reasonable time after a need is discovered, make minor repairs and perform other minor maintenance. For example, he/she shall:
 - (1) Clear stopped up plumbing; replace light bulbs as needed;
 - (2) Change heating and air conditioning filters as needed;
 - (3) Maintain the interior and exterior of the property; keeping premises in a nice, clean, presentable condition; and
 - (4) Keep the sidewalks, driveways, and steps free of snow, ice, and obstructions.
 - (5) Paint the interior, with the approval of the colors and materials by the Landlord.
**Should the Tenant paint dark colors on the premises, those colors must be returned to a white or off-white shade as designated by the Landlord prior to the Tenant vacating the premises. Failure to return the walls to the colors chosen by the Landlord will result in a fee being assessed in the last month's rent for the cost of repainting dark colors left on the premises.*
- (b) The Landlord shall, at its expense and within a reasonable time after it is informed of the need, make major repairs and perform other major maintenance necessary to keep the premises livable. For example, it shall:
 - (1) Repair or replace defective plumbing or electrical fixtures, pipes, heating system elements, gutters, and down spouts, storm sashes, and screens;
 - (2) Clean and pump septic tanks;
 - (3) Repair defective chimneys;
 - (4) Repair or replace defective driveways, walks and steps;
 - (5) Do necessary exterior painting; and
 - (6) Repair or replace leaky roofs;
 - (7) Mow grass, remove leaves and other natural debris.

The Tenant shall promptly notify the Landlord of any need, covered by this subsection, of which he/she has knowledge.

SECTION 5: Utilities

The Tenant is responsible for the utilities as billed and/or pro-rated in the monthly rent. If the Tenant is an employee, utilities will be paid through payroll deduction.

SECTION 6: Right to Enter

The Landlord may enter the premises:

- (1) At a reasonable time with reasonable notice, to show them to a prospective Tenant of the premises;
- (2) At any time with reasonable notice, to perform maintenance prescribed by section 4(b); and

- (3) At any time without notice to inspect the premises.

SECTION 7: Legal Responsibility of the Tenant

- (a) The Tenant assumes any legal responsibility of the Landlord and shall hold it harmless from any liability that arises because of injury to persons or property on the premises not resulting from the misconduct of a representative of Baptist Children's Homes. (As soon as possible after this agreement is executed, the Tenant should make sure that he/she is adequately covered by public liability insurance.)
- (b) The Tenant shall reimburse the Landlord for any cost to it resulting from a violation of section 3, 4(a), or 5.

SECTION 8: Cancellation by the Tenant

- (a) By giving thirty (30) days' notice to the Landlord, the Tenant may at any time cancel this agreement.
- (b) By giving notice to the Landlord, the Tenant may cancel the agreement, effective immediately, if through no fault of his the premises become unlivable or are declared unsafe by authorized officials.

SECTION 9: Cancellation by the Landlord

By giving notice to the Tenant, the Landlord may at any time cancel this agreement:

- (1) Effective immediately, if the Tenant becomes ineligible to live in the Landlord's housing;
- (2) Effective no sooner than thirty (30) days, if the premises will be needed by the Landlord for purposes of construction, program design or other causes.

SECTION 10: Moving In/Out

- (a) The personal property, owned by the Landlord, shall be inventoried when the Tenant moves in. When the Tenant moves out, the personal property, owned by the Landlord, will be inventoried again. If any personal property is missing, the Tenant will be responsible for replacing or paying for replacement.
- (b) The Tenant shall return all keys to the Landlord when moving out or pay a ten dollar fee for the keys.
- (c) The Tenant shall vacate the premises by 5 p.m. on the last day of the period during which he/she is authorized to occupy them. This agreement does not authorize renewal or occupation of the premises beyond the lease period.
- (d) The Tenant shall leave the premises clean and sanitary. (They will be inspected on moving day for compliance with this subsection and sections 3 and 4.) The Tenant shall be responsible for costs of cleaning and sanitizing the premises upon moving day.
- (e) The Tenant may remove only those alterations or additions to whose removal the Landlord has consented in writing.

SECTION 11: Animals

The Tenant shall keep no domestic or other animals in or about the premises without the written consent of the Landlord. A non-refundable pet deposit of \$100.00 may be required.